# 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           |
|--------------------|----------|----------------|-----------------------|
| Servigistics, Inc. |          | 12/05/2012     | CORPORATION: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | Parametric Technology Corporation |
|-----------------|-----------------------------------|
| Street Address: | 140 Kendrick Strett               |
| City:           | Needham                           |
| State/Country:  | MASSACHUSETTS                     |
| Postal Code:    | 02494                             |
| Entity Type:    | CORPORATION: MASSACHUSETTS        |

## PROPERTY NUMBERS Total: 5

| Property Type        | Number   | Word Mark                    |
|----------------------|----------|------------------------------|
| Registration Number: | 3135202  | S SERVIGISTICS               |
| Registration Number: | 3135200  | SERVIGISTICS                 |
| Serial Number:       | 85656128 | SERVICE LIFECYCLE MANAGEMENT |
| Serial Number:       | 85656132 | SERVICE KNOWLEDGE            |
| Serial Number:       | 85656119 | COMMAND CENTER               |

### **CORRESPONDENCE DATA**

Fax Number: 7027929002

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 702-792-3773
Email: lvpto@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP; Attn. L.Thompson

Address Line 1: 3773 Howard Hughes Parkway

Address Line 2: Suite 400N

Address Line 4: Las Vegas, NEVADA 89169

TRADEMARK REEL: 004948 FRAME: 0805 3135909

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| ATTORNEY DOCKET NUMBER:  | 087367.013100-013700 |  |
|--|----------------------|--|
| NAME OF SUBMITTER:   | Lauri S. Thompson    |  |
| Signature:   | /Lauri S. Thompson/  |  |
| Date:  | 01/24/2013           |  |
| Total Attachments: 4 source=PTC TRADEMARK ASSIGNMENT#page1.tif source=PTC TRADEMARK ASSIGNMENT#page2.tif source=PTC TRADEMARK ASSIGNMENT#page3.tif source=PTC TRADEMARK ASSIGNMENT#page4.tif |                      |  |

TRADEMARK REEL: 004948 FRAME: 0806

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective as of October 2, 2012 (the "Effective Date"), by and between Servigistics, Inc., a Delaware corporation, with its principal place of business located at 2300 Windy Ridge Parkway, 450 North Tower, Atlanta, Georgia 30339 (the "Assignor") and Parametric Technology Corporation, a Massachusetts corporation, with its principal place of business located at 140 Kendrick Street, Needham, Massachusetts 02494 ("Assignee"), (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks (collectively the "Marks") as listed on <u>Schedule A</u> hereto;

WHEREAS, Assignor and Assignee have agreed by a Stock Purchase Agreement (the "Stock Purchase Agreement") dated August 7, 2012 between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall and does sell, transfer, assign and set over unto Assignee, and Assignee accepts, all rights, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks, as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- (1) Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor's entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.
- (2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.
- (3) Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do the necessary to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary or desirable.

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- (4) Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.
- (5) Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.
- (6) Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- (7) All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.
- (8) If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of all Assignor's Marks to Assignee.

[Signature page immediately follows]

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed this Trademark Assignment Agreement on the date below. ASSIGNOR; SERVIGISTIĆŚ, INC. By: Name: Stephen G. Bouchard Title: Treasurer Date: Commonwealth of Massachusetts ) ss.: County of Norfolk On the 5th day of December, in the year 2012, before me, a Notary Public in and for said State, personally appeared 5tephen 6 Bouch and , who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. Notaty Public: Margar Notary Registration No.: My Commission expires: ASSIGNEE: PARAMETRIC TECHNOLOGY CORPORATION Name: Aaron C. von Staats Title: Secretary Commonwealth of Massachusetts County of Norfolk On the 44 day of December, in the year 2012, before me, a Notary Public in and for said State, personally appeared 4 and 5 facts, who is personally \_\_\_\_, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. Notary Public: Margare Notary Registration No.: My Commission expires:



## **SCHEDULE A**

The trademarks include all right, title and interest in and to the trademarks listed below including common law rights, registrations and applications in the United States Patent and Trademark Office, foreign trademarks and applications, and the goodwill of the business associated with the trademarks.

| TRADEMARK                   | COUNTRY | REGISTRATION NO. | REGISTRATION DATE |
|-----------------------------|---------|------------------|-------------------|
| SERVIGISTICS                | Europe  | 9006057          | 10/26/2010        |
| SERVIGISTICS (and design)   | Europe  | 9006065          | 10/26/2010        |
| SERVIGISTICS                | Japan   | 5412814          | 05/20/2011        |
| SERVIGISTICS (and design)   | Japan   | 5412813          | 05/20/2011        |
| S SERVIGISTICS (and design) | USA     | 3,135,202        | 08/29/2006        |
| SERVIGISTICS                | USA     | 3,135,200        | 08/29/2006        |

| TRADEMARK         | COUNTRY | APPLICATION | FILING DATE |
|-------------------|---------|-------------|-------------|
|                   |         | NO.         |             |
| SERVICE LIFECYCLE | USA     | 85/656,128  | 06/19/12    |
| MANAGEMENT        |         |             |             |
| SERVICE KNOWLEDGE | USA     | 85/656,132  | 06/19/12    |
| COMMAND CENTER    | USA     | 85/656,119  | 06/19/12    |