

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale and Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IEZ Software, Consulting and Services GmbH		09/23/2005	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Bentley Systems, Incorporated		
Street Address:	685 Stockton Drive		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341-0678		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1746851	SPEEDIKON	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-813-5900		
Email:	assignments@fzlz.com		
Correspondent Name:	MARK D. ENGELMANN		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
NAME OF SUBMITTER:	Mark D. Engelmann		
Signature:	/anca nicolescu/		
Date:	07/15/2013		

CH \$40.00 1746851

**Total Attachments: 10**

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Execution Copy

ASSET SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (this "Agreement") is made and entered into as of this 16<sup>th</sup> day of September, 2005, by and between

1. IEZ Software, Consulting & Services GmbH, a limited liability company organized under the laws of the Federal Republic of Germany, having its business address at Berliner Ring 89, 64625 Bensheim, Federal Republic of Germany, and registered in the Commercial Register of the local court of Darmstadt under nr. 25389, represented by the Managing Director Dr. Hans-Peter Sanio and Dipl.-Betriebsw. (FH) Christian Höntschke

-hereafter referred to as "Seller"-



and

Handwritten signature or initials in the bottom right corner of the page.

4. Bentley Systems, Incorporated, 685 Stockton Drive, Exton, Pennsylvania, 19341-0678, U.S.A., a corporation organized under the laws of the State of Delaware, U.S.A., represented by David Nation, Senior Vice President of Corporate Affairs, General Counsel and Secretary

-hereafter referred to as "Buyer"-

#### RECITALS

WHEREAS, Seller is engaged in (i) the development, marketing, sale and maintenance of software products for architectural and industrial design, including but not limited to products marketed under the trade name Speedikon, and (ii) sale and delivery of related services, including training, customization, custom development and implementation (hereafter collectively referred to as the "Business");

WHEREAS, Buyer intends to acquire from Seller the Business by (i) purchasing certain assets of Seller and (ii) assuming certain of Seller's contractual relationships pursuant to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

#### SECTION 1

##### PURCHASE AND SALE OF ASSETS

- 1.1 Agreement to Purchase and Sell Assets. On the terms and subject to the conditions of this Agreement, and in reliance on the representations, warranties, covenants and agreements set forth in this Agreement, as of September 23, 2005 ("Date of Transfer") the Buyer shall purchase and acquire from the Seller, and the Seller shall sell, convey, assign, transfer,

grant and deliver to the Buyer, all of the assets and property of the Seller used or useful in connection with the Business or operation of the Business, except for Seller's cash reserves, securities and amounts in credit with the Bundesbank, cash in bank and cheques, all as described in Section 266, subsection 2 B II to IV of the Commercial Code (*HGB*). The assets and property to be purchased by or assigned to the Buyer (collectively, the "Purchased Assets") shall include the following:

- a) Software. All of the Seller's right, title, benefit and interest in and to all software programs listed on Schedule 1.1(a) hereto, and all copyrights and other proprietary and intellectual property rights related thereto (the "Software"). Without limiting the generality of the foregoing, the term "Software" shall include (i) all modifications of and enhancements to the Software made through and including the date hereof, (ii) all versions of the Software, (iii) all software developed to support and augment the Software, (iv) both the source and object code of all versions of the Software, (v) all technical and descriptive materials relating to the acquisition, design, development, use or maintenance of computer code relating to the Software, and (vi) all designs, process, drawings, schematics, blueprints, copyright applications, know-how, trade secrets and proprietary information, and patents and patent applications pertaining to all versions of the Software.
- b) Contracts. Seller's right, title, and interest (but not obligations, except to the extent specifically included in the Assumed Liabilities, as defined below) in and to the contracts, agreements, customer and supplier purchase orders, and other commitments related to the Business as specifically listed on Schedule 1.1(b), (collectively, the "Assigned Contracts").
- c) Intellectual Property. All right, title, benefit, and interest in and to all registered and unregistered domestic and foreign patents, patent applications, inventions upon which patent applications have not yet been filed, service marks, trade names, trademarks, trademark registrations and applications, logos, copyrighted works, copyright registrations and applications, trade secrets, formulae, technology, designs,



processes, software, software applications, inventions, know-how, and other intellectual property rights, presently owned, possessed, or used by the Seller exclusively in connection with the Business or the Software including, but not limited to, the patents, trademarks and copyrights set forth on Schedule 1.1(c) (the "Intellectual Property").

- d) Records. All records, customer and supplier lists, product information, drawings, production plans, reports, data, notes, correspondence, contracts, labels, catalogues, brochures, art work (except personal objects), photographs, advertising materials, marketing and production literature, files, and other records and documents concerning the Business in the Seller's possession ("Records"), but only to the extent such Records relate to the Purchased Assets. Notwithstanding anything herein to the contrary, the Records shall not include any minute books, capital stock records and general corporate records of the Seller.
- e) Intangible Property Rights. All of the Seller's choses in action, claims, causes, or rights of action and intangible property rights or rights to recovery or offset of any kind or character arising from or concerning the Business, including, without limitation, restrictive covenants, confidentiality obligations, and similar obligations of the Seller's present and former directors, officers, employees, and shareholders.
- f) Tangible Property Rights. All of the Seller's right, title and interest in and to all equipment, hardware, furnishings and other tangible property rights or business software set forth in Schedule 1.1(f) (the "Tangible Property Rights and Business Software").

The Purchased Assets shall be transferred to the Buyer free and clear of any and all claims, liens, mortgages, security interests, encumbrances, charges, obligations, and other restrictions except for the Assumed Liabilities (as defined below).

REDACTED

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.

BENTLEY SYSTEMS, INCORPORATED

By: 

Name: David Nation

Title: Senior Vice President of Corporate Affairs, General  
Counsel and Secretary

Final Draft 15 September 2005

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.

**BENTLEY SYSTEMS, INCORPORATED**

By: \_\_\_\_\_

Name: David Nation

Title: Senior Vice President of Corporate Affairs, General  
Counsel and Secretary

**IEZ SOFTWARE, CONSULTING & SERVICES  
GMBH**

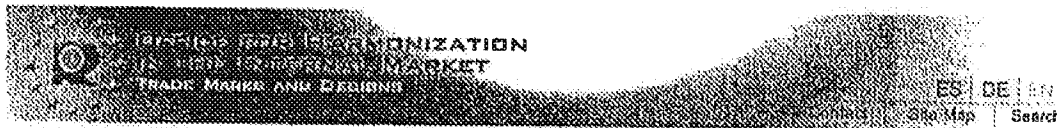
By: H.P. Sanio ppa. Christian Höntschke

Name: Dr. Hans-Peter Sanio    Christian Höntschke

Title: Managing Director    Officer







- Overview
- Trade mark
- Graphic representation
- List of goods and services
- Description of the mark
- Owner
- Representative
- Seniority
- Exhibition priority
- Priority
- Publication
- Opposition
- Cancellation
- Appeals
- Recordals
- Download trade mark details
- Link to CTM Bulletin On-line

**CTM-ONLINE - Detailed trade mark information**



List of results

Trade mark name : Speedikon  
 Trade mark No : 004136735  
 Trade mark basic: CTM  
 Number of results: 1 of 1

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Trade mark

Filing date: 25/11/2004  
 Nice Classification: 9, 42 ( Nice classification )  
 Trade mark: Individual  
 Type of mark: Word  
 Acquired distinctiveness: No  
 Date of last status: 20/07/2005  
 Status of trade mark: Application published ( Glossary )  
 ( History of statuses )  
 Filing language: German  
 Second language: English

Graphic representation

No entry for application number: 004136735.

List of goods and services

Nice Classification: 9  
 List of goods and services: Data-processing equipment and computers.  
 Nice Classification: 42  
 List of goods and services: Design and development of computer software.

Description

Description of the mark: Description is not available in this language

Owner

Name: IEZ Software, Consulting & Services GmbH  
 ID No: 209701  
 Natural or legal person: Legal entity  
 Address: Berliner Ring 89  
 Post code: 64625  
 Town: Bensheim  
 Country: GERMANY  
 Correspondence address: IEZ Software, Consulting & Services GmbH Berlin  
 Ring 89 D-64625 Bensheim ALEMANIA

Representative

**Name:** Rudolf Schmid  
**ID No:** 1449  
**Address:** Werderstr. 23-25  
**Post code:** 68165  
**Town:** Mannheim  
**Country:** GERMANY  
**Correspondence address:** Rudolf Schmid Werderstr. 23-25 D-68165 Mannheim  
**Telephone:** 00 49-621436160  
**Fax:** 00 49-6214361626  
**E-mail:** [ipr@patentschmid.de](mailto:ipr@patentschmid.de)

	Seniority
<b>Country:</b>	GERMANY
<b>Registration number:</b>	1095138
<b>Status:</b>	Accepted
<b>Filing date:</b>	26/06/1985
<b>Grant date:</b>	12/08/1986
<b>Country:</b>	UNITED KINGDOM
<b>Registration number:</b>	2008425
<b>Status:</b>	Accepted
<b>Filing date:</b>	20/01/1995
<b>Grant date:</b>	16/07/1997
<b>Country:</b>	AUSTRIA
<b>Registration number:</b>	558889
<b>Status:</b>	Accepted
<b>Filing date:</b>	10/08/1990
<b>Grant date:</b>	24/10/1990
<b>Country:</b>	BENELUX
<b>Registration number:</b>	558889
<b>Status:</b>	Accepted
<b>Filing date:</b>	10/08/1990
<b>Grant date:</b>	24/10/1990
<b>Country:</b>	SPAIN
<b>Registration number:</b>	558889
<b>Status:</b>	Accepted
<b>Filing date:</b>	10/08/1990
<b>Grant date:</b>	24/10/1990
<b>Country:</b>	FRANCE
<b>Registration number:</b>	558889
<b>Status:</b>	Accepted
<b>Filing date:</b>	10/08/1990
<b>Grant date:</b>	24/10/1990
<b>Country:</b>	ITALY
<b>Registration number:</b>	558889
<b>Status:</b>	Accepted
<b>Filing date:</b>	10/08/1990
<b>Grant date:</b>	24/10/1990
<b>Country:</b>	PORTUGAL
<b>Registration number:</b>	558889
<b>Status:</b>	Accepted
<b>Filing date:</b>	10/08/1990
<b>Grant date:</b>	24/10/1990
<b>Country:</b>	SWEDEN
<b>Registration number:</b>	306 690
<b>Status:</b>	Accepted
<b>Filing date:</b>	13/01/1995

Grant date: 08/12/1995  
Country: FINLAND  
Registration number: 141 160  
Status: Accepted  
Filing date: 13/01/1995  
Grant date: 08/12/1995

Exhibition priority

No entry for application number: 004136735

Priority

No entry for application number: 004136735

Publication

Bulletin no.: 08 030/2005  
Date of publication: 25/07/2005  
Part: A

Opposition

No entry for application number: 004136735

Cancellation

No entry for application number: 004136735

Appeals

No entry for application number: 004136735

Records

No entry for application number: 004136735

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Disclaimer and Copyright

11377

Int. Cls.: 9 and 42

Prior U.S. Cls.: 38, 100 and 101

Reg. No. 1,746,851

United States Patent and Trademark Office

Registered Jan. 19, 1993

TRADEMARK  
SERVICE MARK  
PRINCIPAL REGISTER

SPEEDIKON

IEZ CAD SYSTEME GMBH (FED REP GERMA-  
NY COMPANY)  
NEUHOFSTRASSE 9  
6140 BENSHEIM, FED REP GERMANY

FOR: COMPUTERS; AND COMPUTER SOFT-  
WARE FOR COMPUTER AIDED DESIGN, IN  
CLASS 9 (U.S. CL. 38).

FOR: RETAIL STORES IN THE FIELD OF  
COMPUTER SOFTWARE; COMPUTER SOFT-

WARE DESIGN FOR OTHERS; AND COMPUT-  
ER PROGRAMMING FOR OTHERS, IN CLASS  
42 (U.S. CLS. 100 AND 101).

OWNER OF FED REP GERMANY REG. NO.  
1095136, DATED 8-12-1986, EXPIRES 6-26-1993.

SER. NO. 74-196,519, FILED 8-20-1991.

BARBARA G. HERMAN, EXAMINING ATTOR-  
NEY

*[Handwritten signature]*