

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/30/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	THINGWORX, INC.		01/30/2014
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PTC Inc.		
Street Address:	140 Kendrick Street		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	4109846	THINGWORX
	Registration Number:	4155228	THE 1ST APPLICATION PLATFORM FOR A CONNE
CORRESPONDENCE DATA			
Fax Number:	8032559831		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	803-799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	50773/09560		
NAME OF SUBMITTER:	John C. McElwaine		

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Signature:	/John C. McElwaine/
Date:	02/03/2014
Total Attachments: 3 source=ThingWorx Trademark Assignment Agrmt 1-30-2014#page1.tif source=ThingWorx Trademark Assignment Agrmt 1-30-2014#page2.tif source=ThingWorx Trademark Assignment Agrmt 1-30-2014#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective as of December 30, 2013 (the "Effective Date") by and between **ThingWorx, Inc.**, a Delaware corporation with its principal place of business located at 350 Eagleview Blvd., Suite 150, Exton, PA 19341, and **PTC Inc.**, a Massachusetts corporation with its principal place of business located at 140 Kendrick Street, Needham, Massachusetts 02494, USA ("Assignee"), each a "Party" and collectively the "Parties."

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark listed below (the "Mark"):

Mark	Reg No. / Serial No.	Filing Date
THINGWORX	4109846	November 19, 2010
THE 1ST APPLICATION PLATFORM FOR A CONNECTED WORLD	4155228	March 7, 2011

WHEREAS, Assignor and Assignee have agreed 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 Mark, together with the goodwill of the business associated with the Mark, as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties 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 in and to the Mark, and all the rights and privileges under any Mark that may be granted therefor, together with the goodwill of the business associated with the Mark; and all applications for industrial property protection, including without limitation, all applications for the Mark which may hereafter be filed for said Mark 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 Mark 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 Mark 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 Mark in any country or countries.

(2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to assign the Mark to Assignee, its 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 Mark 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 as may be necessary or desirable.

(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 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 Mark, 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.

(6) All of the rights, title and interest in and to the Mark 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.

(7) 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 Mark to Assignee.

[Signature page immediately follows]

