

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301986

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the effective date of the agreement. The previously submitted document contained a typographical error. previously recorded on Reel 002011 Frame 0478. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill from DASSAULT SYSTEMES ENOVIA CORP. to DASSAULT SYSTEMES.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DASSAULT SYSTEMES ENOVIA CORP.	FORMERLY ENGINUITY PLM, LLC	07/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DASSAULT SYSTEMES		
Street Address:	10, RUE MARCEL DASSAULT		
City:	VELIZY-VIILLACOUBLAY		
State/Country:	FRANCE		
Postal Code:	78140		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3509084	ENGINUITY	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9136479050		
Email:	tmdocketing.misemer@hoveywilliams.com		
Correspondent Name:	Dianne Smith-Miseme - Hovey Williams LLP		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	45325/5183.232		
DOMESTIC REPRESENTATIVE			
Name:	Dianne M. Smith-Misemer		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
NAME OF SUBMITTER:	Dianne M. Smith-Misemer		

CH \$40.00 3509084

SIGNATURE:	/Dianne M. Smith-Misemer/
DATE SIGNED:	04/18/2014
Total Attachments: 30 source=assignment-tm-5011-0478#page1.tif source=assignment-tm-5011-0478#page2.tif source=assignment-tm-5011-0478#page3.tif source=assignment-tm-5011-0478#page4.tif source=assignment-tm-5011-0478#page5.tif source=assignment-tm-5011-0478#page6.tif source=assignment-tm-5011-0478#page7.tif source=assignment-tm-5011-0478#page8.tif source=assignment-tm-5011-0478#page9.tif source=assignment-tm-5011-0478#page10.tif source=assignment-tm-5011-0478#page11.tif source=assignment-tm-5011-0478#page12.tif source=assignment-tm-5011-0478#page13.tif source=assignment-tm-5011-0478#page14.tif source=assignment-tm-5011-0478#page15.tif source=assignment-tm-5011-0478#page16.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page1.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page2.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page3.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page4.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page5.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page6.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page7.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page8.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page9.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page10.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page11.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page12.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page13.tif source=DSEC-DSSA-Enginuity-IP-Transfer-2012-July-31#page14.tif	

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
Dassault Systemes Enovia Corp.	FORMERLY Enginuity PLM, LLC	07/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DASSAULT SYSTEMES		
Street Address:	10, rue Marcel Dassault		
City:	Velizy-Villacoublay		
State/Country:	FRANCE		
Postal Code:	78140		
Entity Type:	societe anonyme: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3509084	ENGINUITY	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	913-647-9050		
Email:	tmdocketing.misemer@hoveywilliams.com		
Correspondent Name:	Dianne Smith-Misemer - Hovey Williams		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	45325/5183.232		
DOMESTIC REPRESENTATIVE			
Name:	Dianne M. Smith-Misemer - Hovey Williams		
Address Line 1:	10801 Mastin Blvd, Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		

CH \$40.00 3509084

NAME OF SUBMITTER:	Dianne M. Smith-Misemer
Signature:	/DSM/
Date:	04/22/2013
Total Attachments: 14 source=Executed Assignment - DASSAULT Enginuity#page1.tif source=Executed Assignment - DASSAULT Enginuity#page2.tif source=Executed Assignment - DASSAULT Enginuity#page3.tif source=Executed Assignment - DASSAULT Enginuity#page4.tif source=Executed Assignment - DASSAULT Enginuity#page5.tif source=Executed Assignment - DASSAULT Enginuity#page6.tif source=Executed Assignment - DASSAULT Enginuity#page7.tif source=Executed Assignment - DASSAULT Enginuity#page8.tif source=Executed Assignment - DASSAULT Enginuity#page9.tif source=Executed Assignment - DASSAULT Enginuity#page10.tif source=Executed Assignment - DASSAULT Enginuity#page11.tif source=Executed Assignment - DASSAULT Enginuity#page12.tif source=Executed Assignment - DASSAULT Enginuity#page13.tif source=Executed Assignment - DASSAULT Enginuity#page14.tif	

IP RIGHTS SALE AND TRANSFER AGREEMENT

This agreement (this "**Agreement**") is made as of July 31, 2011 (the "**Effective Date**"), by and between:

Dassault Systemes Enovia Corp., a Delaware corporation ("**Seller**") and successor by merger to Enginuity PLM, LLC, a limited liability company originally organized under the laws of Connecticut ("**Enginuity**"); and

Dassault Systèmes, a French *société anonyme* organized under the laws of France, with its principal place of business at 10, rue Marcel Dassault, 78140 Vélizy-Villacoublay, France (referred to herein as "**Buyer**" or "**3DS**"; Seller and Buyer sometimes being referred to herein individually as a "**Party**" and collectively as the "**Parties**")

INTRODUCTION

A. Seller, an indirect subsidiary of Buyer, and Buyer 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.

"**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.

"**Enginuity Business**" means the formula-based process manufacturing product lifecycle management software business conducted by Enginuity prior to its merger with and into Seller, and since conducted by Seller as successor by merger to Enginuity.

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

“Enginuity IP Materials” means IP Materials that consist of, embody, reduce to practice, pertain to or constitute derivative works of the Software or to other property, rights, interests or technology of Seller used in the Enginuity Business (the parties acknowledging and agreeing that rights granted or conveyed in any materials by this Agreement are intended to be limited to materials pertaining to the Software or used in the Enginuity Business).

“Enginuity IP Rights” or **“Enginuity Intellectual Property Rights”** means IP Rights that consist of, embody, reduce to practice, pertain to or constitute derivative works of the Software or to other property, rights, interests or technology used in the Enginuity Business (the parties acknowledging and agreeing that rights granted and conveyed by this Agreement are intended to be limited to rights pertaining to the Software or used the Enginuity Business).

“Enginuity Patents” means patents applied for by, or issued to, Enginuity or that otherwise constitute Enginuity IP Rights, which patents are listed in Annex C.

“Enginuity Software” means Software developed by Enginuity or acquired by Seller (or rights in which became vested in Seller) as a result of Enginuity’s merger with and into Seller, and any enhancement, modification or improvement to or derivative work of any such Enginuity software, documentation or code created by or on behalf of Seller following said merger, including but not limited to the items listed in Annex A.

“Enginuity Trademarks” means Trademarks used by Enginuity or in the Enginuity Business, which trademarks are listed in Annex B

“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.

"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 3DS or any Affiliate of 3DS.

"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.

"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.

2. TRANSFER OF INTELLECTUAL PROPERTY

2.1. As of the Effective Date, Seller hereby assigns to Buyer all of Seller's worldwide right, title and interest in and to (i) the Enginuity IP Materials and Enginuity Intellectual Property Rights owned, co-owned or in-licensed by Seller (when licensing agreements authorize it), as well as (ii) any and all causes of action and rights of recovery for past infringement or misappropriation of the Enginuity 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 Enginuity 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 Enginuity Intellectual Property Rights to freely exploit such Enginuity 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 Enginuity 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 Enginuity 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 Enginuity IP Materials and Enginuity 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 Enginuity Intellectual Property Rights, and (iii) take other reasonable actions, render other assistance and execute other documents as requested by Buyer.

3. PAYMENT OF PURCHASE PRICE

3.1. The purchase price for the Enginuity Intellectual Property Rights and the Enginuity IP Materials (excluding the Enginuity Trademarks) is \$6,671,999 U.S., 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 within 30 days from the Effective Date.

3.2. The purchase price for the Enginuity Trademarks is \$1.00 U.S., 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 within 30 days from the Effective Date.

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 Enginuity Patents, Enginuity 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 Enginuity Patents, Enginuity Trademarks and Domain Names.

5. PAYMENT OF MAINTENANCE FEES

5.1. Between the first day 0:00 h (CET) after the Effective Date and the last day 24:00 h (CET) 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 Enginuity Patents, Enginuity Trademarks and Domain Names in whole or in part, in particular to pay the respective maintenance fees after the first day 0:00 h (CET) following the first month after the File Delivery Date.

5.3. Buyer is under no obligation to defend the Enginuity Patents, Enginuity 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 Enginuity IP Rights in the Enginuity IP Materials, that such and has the sole and exclusive right to bring a claim or suit against a third party for infringement, misappropriation or violation of such Enginuity Intellectual Property Rights except only for any restrictions, limitations, or conditions resulting from co-ownerships with an Seller Affiliate of Enginuity IP Rights;

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

(a) employees of Seller or Enginuity acting within the scope of their employment where the ownership of Enginuity IP Rights in Enginuity IP Materials they create vests automatically in Seller (whether directly or as successor by merger to Enginuity) or who have validly and irrevocably either: (aa) assigned to Enginuity or Seller all of their right, title and interest in and to such Enginuity IP Materials including their Enginuity 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 (whether directly or as successor by merger to Enginuity) exclusive and unrestricted licenses to the greatest extent possible under applicable law to all of their right -in particular all Enginuity Intellectual Property Rights including a perpetual, irrevocable, exclusive (with no rights of reservation), world-wide, royalty free license in and to such Enginuity Intellectual Property Rights to freely exploit such Enginuity 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 Enginuity IP Rights in the Enginuity 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 Enginuity IP Rights;

6.2.4. All fees necessary to maintain the Enginuity IP Rights in the Enginuity 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 Enginuity Intellectual Property Rights and the creation sale and distribution of the Enginuity 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 France, 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 provisional and 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

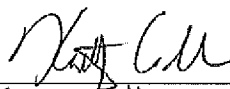
matter hereof and supersedes all prior proposals, agreements, understandings, representations and communications, whether oral or written. Headings included herein are solely for the convenience of reference only, and shall not be construed to limit or further define any term or provision hereof. This 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.

Dassault Systemes Enovia Corp.

By: 
Name: Nandkishore Manohar Kalambi
Title: President and CEO

Dassault Systèmes

By: 
Name: Kathy Allen
Title: Authorized Representative
CFO DSAC

Annex A
Software

Engenuity Client Software
Engenuity Server Software
Engenuity System Administrator Module
Engenuity Raw Material Administrator Module
Engenuity Multi-Region Ingredient Labeling (MLI) Module
Engenuity Advanced Regulatory/7th Amendment Module
Engenuity Material Safety Data Sheet (MSDS) Module
Engenuity International Product Registration Module
Engenuity Dye Calculator Module
Engenuity Resin Neutralization Module
Engenuity Product Performance Database (PPD) Module
Engenuity Product Information Package (PIP)/Product Dossier Module
Engenuity Bar Coding Module
Engenuity Web Services Suite

Seller's software includes, without limitation, the following trade secrets:

1. Engenuity Extensible Calculation Engine™
2. Engenuity Restricted Raw Material / Secure Raw Material Functionality
3. Engenuity User configurable formula results screen

[trade secret list continued, next 2 pages]

4. Enginuity 3-Dimensional formula versioning (Iteration, Process, Update)
5. Enginuity Solid dosage form functionality
6. Enginuity Neutralization Calculator Module
7. Enginuity Tabulating functionality
8. Enginuity Dye Calculator Module
9. Enginuity Processing loss functionality
10. Enginuity Raw Material and Formula Bar Coding Module
11. Enginuity Ordering weights functionality
12. Enginuity International Product Registration Module
13. Enginuity Material Safety Data Sheet (MSDS) Module
14. Enginuity Advanced Regulatory and 7th Amendment Module
15. Enginuity MLI (Multi-Region Ingredient Labeling) Module
16. Enginuity Raw Material Administrator Module
17. Enginuity System Administrator Module
18. Enginuity Tablet overage
19. Enginuity Per piece functionality
20. Enginuity Piece size floats functionality
21. Enginuity Batch size floats functionality
22. Enginuity Automated weight, volume, per piece conversions for formulations
23. Enginuity Raw Material Attachments functionality
24. Enginuity Alternate batch size functionality
25. Enginuity R&D Site functionality (for raw material selection in multi-R&D site implementations)
26. Enginuity Advanced QS functionality
27. Enginuity Cost-Locking functionality
28. Enginuity Advanced Specifications functionality
29. Enginuity 21 CFR Part 11 functionality
30. Enginuity Formula Validation functionality
31. Enginuity Linked Formula Functionality
32. Enginuity Advanced regulatory module
33. Enginuity Seventh Amendment functionality
34. Enginuity Product registration functionality
35. Enginuity Target ingredient concentration functionality
36. Enginuity Multi-Dimensional Regulatory Functionality
37. Enginuity Integrated processing instructions in the grid, including database driven equipment in the grid, database driven Warnings in grid, database driven processing instructions in grid, database driven QA Analysis in grid
38. Enginuity Advanced Formula Summary functionality
39. Enginuity Advanced Non-included Phase functionality with multiple user-selectable modes of operation
40. Enginuity Advanced Handling of phase processing losses through links to main formula
41. Enginuity Selectable raw material 'function in formula' (for registration reports) with automatic refresh during creation of registration documents
42. Enginuity Legacy Formula functionality
43. Enginuity Formula Numbering / Versioning functionality
44. Enginuity Residual moisture functionality
45. Enginuity User configurable UI (based on Enginuity Extensible calculation engine)
46. Enginuity Advanced Ingredient activity functionality
47. Enginuity formula nesting and granular formula expand/collapse functionality
48. Enginuity Advanced Processing loss functionality
49. Enginuity Specific gravity functionality

50. Enginuity Request Raw Material functionality – with fuzzy logic searching to prevent RM duplication
51. Enginuity Advanced Overage/Processing Loss functionality
52. Enginuity Milligram per piece functionality
53. Enginuity Regulatory Filtering functionality
54. Enginuity Advanced Web Services functionality
55. Enginuity Advanced User Preferences functionality
56. Enginuity functionality to support Third-Party Formulations
57. Enginuity Drug international units (IU) functionality
58. Enginuity Reverse calculation of required batch quantities based on desired product output
59. Enginuity Real Time Regulatory Functionality with automatic warnings in the grid
60. Enginuity Composite raw material functionality with multiple contaminant profiles (by RM Supplier) for each Composite raw material
61. Enginuity Cat-SO3 modeling functionality
62. Enginuity Cat-SO3 suppression functionality
63. Enginuity automated calculation of free Cat-SO3 level in formula
64. Enginuity Enzyme modeling functionality
65. Enginuity Weight critical raw material functionality
66. Enginuity QS functionality, including QS to formula functionality, QS to phase functionality, QS to piece size functionality, Target Ingredient QS functionality, Advanced QS by group functionality
67. Enginuity Advanced formula undo – redo functionality
68. Enginuity Automated formula history functionality
69. Enginuity Formula driven specifications functionality
70. Enginuity product performance database with context sensitive data input screens and ability to query global repository based on raw material, 'where used' in (with specified minimum / maximum levels) and high-performance database 'joins' between performance data & formula data
71. Enginuity Advanced Attachment functionality for Formulas, Raw Materials and Batches, with full version control/change control of attached documents/objects – and auto queering of every attached object
72. Enginuity Multi-formula-edit functionality
73. Enginuity Multi-formula-compare functionality
74. Enginuity Show/Suppress Processing Instructions in the Grid functionality – to allow Process Engineers and Formulators to collaborate on the same formula objects
75. Enginuity Advanced summary functionality
76. Enginuity raw material database schema
77. Enginuity Formula Object XML Schema
78. Enginuity Advanced searching of unstructured data with drag and drop support linking unstructured data to one or multiple formulations
79. Enginuity content sensitive and context sensitive user interface
80. Enginuity system administrator tools
81. Enginuity advanced formula grid 'layout' capabilities (UI design, UI saving, UI reuse)
82. Enginuity advanced real-time capability to expand multi-level formulations to their most granular level
83. Enginuity advanced 'contaminant tracking' functionality
84. Enginuity Product Information Package (PIP) / Product Dossier Module
85. Enginuity Quality Assurance Test Plans for Validated Deployments
86. Enginuity Manual Software Quality Assurance Test Scripts (document based)
87. Enginuity Automated Software Quality Assurance Test Scripts (based on JAT)
88. Enginuity Software Training Manuals and Training Materials

89. Enginuity Software Training Approaches
90. Enginuity Standard Operating Procedures (SOPs) Library

Annex B
Trademarks

Registered Trademarks: The Company has one (1) registered trademark: ENGINUITY®

- a) Country: USA
- b) Registration Number: 3509084
- c) Registration Date: September 30, 2008
- d) Owner: (REGISTRANT) ENGINUITY PLM LLC LIMITED LIABILITY COMPANY
CONNECTICUT 440 WHEELERS FARMS ROAD, SUITE 304 MILFORD CONNECTICUT
06461
- e) Assignment Recorded: ASSIGNMENT RECORDED
- f) Attorney of Record: Gail Berritt
- g) Type of Mark: TRADEMARK
- h) Register: PRINCIPAL
- i) Live/Dead Indicator: LIVE
- j) Goods and Services IC 009, US 021 023 026 036 038. G & S: Computer software for developing, managing and optimizing new product formulations, managing and assembling packaging components and creating ingredient labeling; used by product development teams to create product blends consisting of one or more ingredients, select and assemble packaging components, and create ingredient listings based on formula compositions.

Unregistered Trademarks:

EXTENSIBLE CALCULATION ENGINE™
XCE™
Embedded Formulator Intelligence™


The Innovation Engine for Process Industries

Annex C
Patents

None.

Annex D
Domain Names

Domain Names: Owner is the Company

<u>Domain Name</u>	<u>Next Renewal Date</u>	<u>Original Filing Date</u>
ENGENUITYPLM.COM	10/11/12	10/11/2005
ENGENUITYFORUM.COM	10/11/12	10/11/2005
ENGENUITYLIVE.COM	10/11/12	10/11/2005
FORMULACENTRAL.COM	10/13/11	10/13/1999
REDBEAKER.COM	9/26/13	9/26/2008
ENGENUITYPLM.COM	10/11/12	10/11/2005
ENGENUITY2009.COM	10/11/12	10/11/2005
ENGENUITY2009.COM	10/11/12	10/11/2005
ENGENUITY4.COM	10/11/12	10/11/2005
ENGENUITY5.COM	10/11/12	10/11/2005
ENGENUITY6.COM	10/11/12	10/11/2005
ENGENUITY7.COM	10/11/12	10/11/2005
ENGENUITY8.COM	10/11/12	10/11/2005
ENGENUITY9.COM	10/11/12	10/11/2005
ENGENUITY4.COM	10/11/12	10/11/2005
ENGENUITY5.COM	10/11/12	10/11/2005
ENGENUITY6.COM	10/11/12	10/11/2005
ENGENUITY7.COM	10/11/12	10/11/2005
ENGENUITY8.COM	10/11/12	10/11/2005
ENGENUITY9.COM	10/11/12	10/11/2005
MYENGENUITY.COM	10/11/12	10/11/2005

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.

IP RIGHTS SALE AND TRANSFER AGREEMENT

This agreement (this "**Agreement**") is made as of July 31, 2012 (the "**Effective Date**"), by and between:

Dassault Systemes Enovia Corp., a Delaware corporation ("**Seller**") and successor by merger to Enginuity PLM, LLC, a limited liability company originally organized under the laws of Connecticut ("**Enginuity**"); and

Dassault Systèmes, a French *société anonyme* organized under the laws of France, with its principal place of business at 10, rue Marcel Dassault, 78140 Vélizy-Villacoublay, France (referred to herein as "**Buyer**" or "**3DS**"; Seller and Buyer sometimes being referred to herein individually as a "**Party**" and collectively as the "**Parties**")

INTRODUCTION

A. Seller, an indirect subsidiary of Buyer, and Buyer 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.

"**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.

"**Enginuity Business**" means the formula-based process manufacturing product lifecycle management software business conducted by Enginuity prior to its merger with and into Seller, and since conducted by Seller as successor by merger to Enginuity.

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

“Enginuity IP Materials” means IP Materials that consist of, embody, reduce to practice, pertain to or constitute derivative works of the Software or to other property, rights, interests or technology of Seller used in the Enginuity Business (the parties acknowledging and agreeing that rights granted or conveyed in any materials by this Agreement are intended to be limited to materials pertaining to the Software or used in the Enginuity Business).

“Enginuity IP Rights” or **“Enginuity Intellectual Property Rights”** means IP Rights that consist of, embody, reduce to practice, pertain to or constitute derivative works of the Software or to other property, rights, interests or technology used in the Enginuity Business (the parties acknowledging and agreeing that rights granted and conveyed by this Agreement are intended to be limited to rights pertaining to the Software or used the Enginuity Business).

“Enginuity Patents” means patents applied for by, or issued to, Enginuity or that otherwise constitute Enginuity IP Rights, which patents are listed in Annex C.

“Enginuity Software” means Software developed by Enginuity or acquired by Seller (or rights in which became vested in Seller) as a result of Enginuity’s merger with and into Seller, and any enhancement, modification or improvement to or derivative work of any such Enginuity software, documentation or code created by or on behalf of Seller following said merger, including but not limited to the items listed in Annex A.

“Enginuity Trademarks” means Trademarks used by Enginuity or in the Enginuity Business, which trademarks are listed in Annex B

“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.

"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 3DS or any Affiliate of 3DS.

"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.

"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.

2. TRANSFER OF INTELLECTUAL PROPERTY

2.1. As of the Effective Date, Seller hereby assigns to Buyer all of Seller's worldwide right, title and interest in and to (i) the Enginuity IP Materials and Enginuity Intellectual Property Rights owned, co-owned or in-licensed by Seller (when licensing agreements authorize it), as well as (ii) any and all causes of action and rights of recovery for past infringement or misappropriation of the Enginuity 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 Enginuity 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 Enginuity Intellectual Property Rights to freely exploit such Enginuity 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 Enginuity 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 Enginuity 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 Enginuity IP Materials and Enginuity 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 Enginuity Intellectual Property Rights, and (iii) take other reasonable actions, render other assistance and execute other documents as requested by Buyer.

3. PAYMENT OF PURCHASE PRICE

3.1. The purchase price for the Enginuity Intellectual Property Rights and the Enginuity IP Materials (excluding the Enginuity Trademarks) is \$6,671,999 U.S., 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 within 30 days from the Effective Date.

3.2. The purchase price for the Enginuity Trademarks is \$1.00 U.S., 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 within 30 days from the Effective Date.

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 Enginuity Patents, Enginuity 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 Enginuity Patents, Enginuity Trademarks and Domain Names.

5. PAYMENT OF MAINTENANCE FEES

5.1. Between the first day 0:00 h (CET) after the Effective Date and the last day 24:00 h (CET) 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 Enginuity Patents, Enginuity Trademarks and Domain Names in whole or in part, in particular to pay the respective maintenance fees after the first day 0:00 h (CET) following the first month after the File Delivery Date.

5.3. Buyer is under no obligation to defend the Enginuity Patents, Enginuity 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 Enginuity IP Rights in the Enginuity IP Materials, that such and has the sole and exclusive right to bring a claim or suit against a third party for infringement, misappropriation or violation of such Enginuity Intellectual Property Rights except only for any restrictions, limitations, or conditions resulting from co-ownerships with an Seller Affiliate of Enginuity IP Rights;

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

(a) employees of Seller or Enginuity acting within the scope of their employment where the ownership of Enginuity IP Rights in Enginuity IP Materials they create vests automatically in Seller (whether directly or as successor by merger to Enginuity) or who have validly and irrevocably either: (aa) assigned to Enginuity or Seller all of their right, title and interest in and to such Enginuity IP Materials including their Enginuity 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 (whether directly or as successor by merger to Enginuity) exclusive and unrestricted licenses to the greatest extent possible under applicable law to all of their right -in particular all Enginuity Intellectual Property Rights including a perpetual, irrevocable, exclusive (with no rights of reservation), world-wide, royalty free license in and to such Enginuity Intellectual Property Rights to freely exploit such Enginuity 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 Enginuity IP Rights in the Enginuity 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 Enginuity IP Rights;

6.2.4. All fees necessary to maintain the Enginuity IP Rights in the Enginuity 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 Enginuity Intellectual Property Rights and the creation sale and distribution of the Enginuity 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 France, 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 provisional and 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.

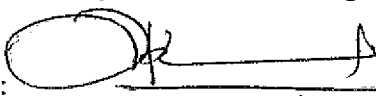
8.4. All notices required hereunder shall be in writing, in English and shall be deemed to have been given (i) the date delivered in person or by reputable express courier service, (ii) five (5) business days after sending the notice if sent by certified or registered mail, (iii) the date sent by confirmed 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

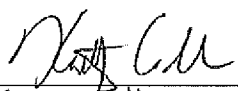
matter hereof and supersedes all prior proposals, agreements, understandings, representations and communications, whether oral or written. Headings included herein are solely for the convenience of reference only, and shall not be construed to limit or further define any term or provision hereof. This 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.

Dassault Systemes Enovia Corp.

By: 
Name: Nandkishore Manohar Kalambi
Title: President and CEO

Dassault Systèmes

By: 
Name: Kathy Allen
Title: Authorized Representative
CFO DSAC

Annex A
Software

Engenuity Client Software
Engenuity Server Software
Engenuity System Administrator Module
Engenuity Raw Material Administrator Module
Engenuity Multi-Region Ingredient Labeling (MLI) Module
Engenuity Advanced Regulatory/7th Amendment Module
Engenuity Material Safety Data Sheet (MSDS) Module
Engenuity International Product Registration Module
Engenuity Dye Calculator Module
Engenuity Resin Neutralization Module
Engenuity Product Performance Database (PPD) Module
Engenuity Product Information Package (PIP)/Product Dossier Module
Engenuity Bar Coding Module
Engenuity Web Services Suite

Seller's software includes, without limitation, the following trade secrets:

1. Engenuity Extensible Calculation Engine™
2. Engenuity Restricted Raw Material / Secure Raw Material Functionality
3. Engenuity User configurable formula results screen

[trade secret list continued, next 2 pages]

4. Enginuity 3-Dimensional formula versioning (Iteration, Process, Update)
5. Enginuity Solid dosage form functionality
6. Enginuity Neutralization Calculator Module
7. Enginuity Tabulating functionality
8. Enginuity Dye Calculator Module
9. Enginuity Processing loss functionality
10. Enginuity Raw Material and Formula Bar Coding Module
11. Enginuity Ordering weights functionality
12. Enginuity International Product Registration Module
13. Enginuity Material Safety Data Sheet (MSDS) Module
14. Enginuity Advanced Regulatory and 7th Amendment Module
15. Enginuity MLI (Multi-Region Ingredient Labeling) Module
16. Enginuity Raw Material Administrator Module
17. Enginuity System Administrator Module
18. Enginuity Tablet overage
19. Enginuity Per piece functionality
20. Enginuity Piece size floats functionality
21. Enginuity Batch size floats functionality
22. Enginuity Automated weight, volume, per piece conversions for formulations
23. Enginuity Raw Material Attachments functionality
24. Enginuity Alternate batch size functionality
25. Enginuity R&D Site functionality (for raw material selection in multi-R&D site implementations)
26. Enginuity Advanced QS functionality
27. Enginuity Cost-Locking functionality
28. Enginuity Advanced Specifications functionality
29. Enginuity 21 CFR Part 11 functionality
30. Enginuity Formula Validation functionality
31. Enginuity Linked Formula Functionality
32. Enginuity Advanced regulatory module
33. Enginuity Seventh Amendment functionality
34. Enginuity Product registration functionality
35. Enginuity Target ingredient concentration functionality
36. Enginuity Multi-Dimensional Regulatory Functionality
37. Enginuity Integrated processing instructions in the grid, including database driven equipment in the grid, database driven Warnings in grid, database driven processing instructions in grid, database driven QA Analysis in grid
38. Enginuity Advanced Formula Summary functionality
39. Enginuity Advanced Non-included Phase functionality with multiple user-selectable modes of operation
40. Enginuity Advanced Handling of phase processing losses through links to main formula
41. Enginuity Selectable raw material 'function in formula' (for registration reports) with automatic refresh during creation of registration documents
42. Enginuity Legacy Formula functionality
43. Enginuity Formula Numbering / Versioning functionality
44. Enginuity Residual moisture functionality
45. Enginuity User configurable UI (based on Enginuity Extensible calculation engine)
46. Enginuity Advanced Ingredient activity functionality
47. Enginuity formula nesting and granular formula expand/collapse functionality
48. Enginuity Advanced Processing loss functionality
49. Enginuity Specific gravity functionality

50. Enginuity Request Raw Material functionality – with fuzzy logic searching to prevent RM duplication
51. Enginuity Advanced Overage/Processing Loss functionality
52. Enginuity Milligram per piece functionality
53. Enginuity Regulatory Filtering functionality
54. Enginuity Advanced Web Services functionality
55. Enginuity Advanced User Preferences functionality
56. Enginuity functionality to support Third-Party Formulations
57. Enginuity Drug international units (IU) functionality
58. Enginuity Reverse calculation of required batch quantities based on desired product output
59. Enginuity Real Time Regulatory Functionality with automatic warnings in the grid
60. Enginuity Composite raw material functionality with multiple contaminant profiles (by RM Supplier) for each Composite raw material
61. Enginuity Cat-SO3 modeling functionality
62. Enginuity Cat-SO3 suppression functionality
63. Enginuity automated calculation of free Cat-SO3 level in formula
64. Enginuity Enzyme modeling functionality
65. Enginuity Weight critical raw material functionality
66. Enginuity QS functionality, including QS to formula functionality, QS to phase functionality, QS to piece size functionality, Target Ingredient QS functionality, Advanced QS by group functionality
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88. Enginuity Software Training Manuals and Training Materials

89. Enginuity Software Training Approaches
90. Enginuity Standard Operating Procedures (SOPs) Library

Annex B
Trademarks

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- a) Country: USA
- b) Registration Number: 3509084
- c) Registration Date: September 30, 2008
- d) Owner: (REGISTRANT) ENGINUITY PLM LLC LIMITED LIABILITY COMPANY
CONNECTICUT 440 WHEELERS FARMS ROAD, SUITE 304 MILFORD CONNECTICUT
06461
- e) Assignment Recorded: ASSIGNMENT RECORDED
- f) Attorney of Record: Gail Berritt
- g) Type of Mark: TRADEMARK
- h) Register: PRINCIPAL
- i) Live/Dead Indicator: LIVE
- j) Goods and Services IC 009, US 021 023 026 036 038. G & S: Computer software for developing, managing and optimizing new product formulations, managing and assembling packaging components and creating ingredient labeling; used by product development teams to create product blends consisting of one or more ingredients, select and assemble packaging components, and create ingredient listings based on formula compositions.

Unregistered Trademarks:

EXTENSIBLE CALCULATION ENGINE™
XCE™
Embedded Formulator Intelligence™


The Innovation Engine for Process Industries

Annex C
Patents

None.

Annex D
Domain Names

Domain Names: Owner is the Company

<u>Domain Name</u>	<u>Next Renewal Date</u>	<u>Original Filing Date</u>
ENGENUITYPLM.COM	10/11/12	10/11/2005
ENGENUITYFORUM.COM	10/11/12	10/11/2005
ENGENUITYLIVE.COM	10/11/12	10/11/2005
FORMULACENTRAL.COM	10/13/11	10/13/1999
REDBEAKER.COM	9/26/13	9/26/2008
ENGENUITYPLM.COM	10/11/12	10/11/2005
ENGENUITY2009.COM	10/11/12	10/11/2005
ENGENUITY2009.COM	10/11/12	10/11/2005
ENGENUITY4.COM	10/11/12	10/11/2005
ENGENUITY5.COM	10/11/12	10/11/2005
ENGENUITY6.COM	10/11/12	10/11/2005
ENGENUITY7.COM	10/11/12	10/11/2005
ENGENUITY8.COM	10/11/12	10/11/2005
ENGENUITY9.COM	10/11/12	10/11/2005
ENGENUITY4.COM	10/11/12	10/11/2005
ENGENUITY5.COM	10/11/12	10/11/2005
ENGENUITY6.COM	10/11/12	10/11/2005
ENGENUITY7.COM	10/11/12	10/11/2005
ENGENUITY8.COM	10/11/12	10/11/2005
ENGENUITY9.COM	10/11/12	10/11/2005
MYENGENUITY.COM	10/11/12	10/11/2005

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.