TRADEMARK ASSIGNMENT COVER SHEET

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MSC.Software Corporation		05/29/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	73598720	EASY5
Serial Number:	73761422	MSC
Serial Number:	75134951	MSC
Serial Number:	75706679	MSC
Serial Number:	76017548	MSC SOFTWARE
Serial Number:	78185340	MSC ADAMS
Serial Number:	78274140	MSC.MARC
Serial Number:	78272925	MSC MVISION
Serial Number:	78271806	MSC.PATRAN
Serial Number:	78794779	SIMENTERPRISE
Serial Number:	78375702	SIMOFFICE
Serial Number:	78966904	SIMTEMPLATE
Serial Number:	76016157	SIMULATING REALITY
Serial Number:	78945060	SIMXPERT
Serial Number:	85139974	PATRAN
Serial Number:	77124375	MD PATRAN
Serial Number:	86087563	MSC APEX
Serial Number:	74679790	MENTAT
Serial Number:	74680082	MARC

CH $540.00 73598720

Property Type	Number	Word Mark
Serial Number:	73598719	EASY5
Serial Number:	73442289	MSC

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone:	2149694804
Email:	aashley@jonesday.com
Correspondent Name:	Jones Day
Address Line 1:	2727 North Harwood Street
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	175274-635086
NAME OF SUBMITTER:	David Odom
SIGNATURE:	/David L. Odom/
DATE SIGNED:	05/29/2014

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of May 29, 2014, by and between **MSC.SOFTWARE CORPORATION** ("Grantor") and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of May 29, 2014 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the "First Lien Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the First Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor:

(a) Trademarks of Grantor listed on Schedule I attached hereto;

(b) all goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First Lien Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of May 29, 2014 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.
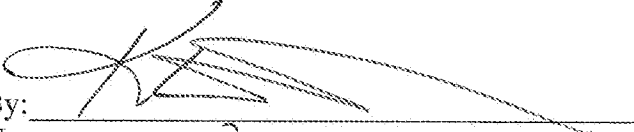
SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 8. WAIVER OF RIGHT TO TRIAL BY JURY. THE GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

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IN WITNESS WHEREOF, each of the parties hereto have executed this Trademark Security Agreement as of the date first above written.

MSC.SOFTWARE CORPORATION

By: _____
Name: KEVIN RUBIN
Title: VP

JEFFERIES FINANCE LLC, as Agent

By: _____
     Name: E.J. Hess
     Title: Managing Director

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE I

to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Owner	Application No.	App. Date	Reg. No.	Reg. Date
EASY5	MSC.Software Corporation	73/598720	5/14/1986	1,433,809	3/24/1987
MSC	MSC.Software Corporation	73/761422	11/2/1988	1,571,643	12/19/1989
MSC	MSC.Software Corporation	75/134951	7/16/1996	2,075,622	7/1/1997
MSC and Design	MSC.Software Corporation	75/706679	5/17/199	2,438,042	3/27/2001
MSC SOFTWARE and Design	MSC.Software Corporation	76/017548	4/4/2000	2,467,564	7/10/2001
MSC ADAMS	MSC.Software Corporation	78/185340	11/14/2002	2,809,503	1/27/2004
MSC.MARC	MSC.Software Corporation	78/274140	7/14/2003	2,840,428	5/11/2004
MSC MVISION	MSC.Software Corporation	78/272925	7/10/2003	2,834,701	4/20/2004
MSC.PATRAN	MSC.Software Corporation	78/271806	7/8/2003	2,963,114	6/21/2005
SIMENTERPRISE	MSC.Software Corporation	78/794779	1/19/2006	3,478,108	7/29/2008
SIMOFFICE	MSC.Software Corporation	78/375702	2/27/2004	3,030,400	12/13/2005
SIMTEMPLATE	MSC.Software Corporation	78/966904	9/5/2006	3,400,173	3/18/2008
SIMULATING REALITY	MSC.Software Corporation	76/016157	4/4/2000	2,626,818	9/24/2002
SIMXPERT	MSC.Software Corporation	78/945060	8/4/2006	3,532,682	11/11/2008
PATRAN	MSC.Software Corporation	85/139974	9/28/2010	3,966,153	5/24/2011
MD PATRAN	MSC.Software Corporation	77/124375	3/7/2007	3,491,121	4/26/2008
MSC APEX	MSC.Software Corporation	86/087563	10/9/2013	N/A	N/A
MENTAT	MSC.Software Corporation	74/679790	5/25/1995	1,962,097	3/12/1996
MARC	MSC.Software Corporation	74/680082	5/25/1995	1,965,747	4/2/1996
EASY5	MSC.Software Corporation	73/598719	5/14/1986	1,433,645	3/24/1987

Trademark	Owner	Application No.	App. Date	Reg. No.	Reg. Date
MSC	MSC.Software Corporation	73/442289	9/6/1983	1,330,631	4/16/1985

BOI-38244v2