

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307840

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO CAPITAL FINANCE, LLC		05/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MSC.SOFTWARE CORPORATION		
<b>Street Address:</b>	2 MACARTHUR PLACE		
<b>City:</b>	SANTA ANA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92707		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86087563	MSC APEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<i>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.</i>			
<b>Phone:</b>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	BENJAMIN PETERSEN		
<b>Address Line 1:</b>	3000 EL CAMINO REAL, 6TH FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	36510/25		
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN		
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/		
<b>DATE SIGNED:</b>	06/17/2014		
<b>Total Attachments: 3</b>			
source=0 - WFCF MSC Trademark Release (2014)#page1.tif			
source=0 - WFCF MSC Trademark Release (2014)#page2.tif			
source=0 - WFCF MSC Trademark Release (2014)#page3.tif			

CH \$40.00 86087563

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of May 29, 2014 (“Effective Date”) by Wells Fargo Capital Finance, LLC, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (in such capacity, “Agent”), in favor of **MSC.SOFTWARE CORPORATION**, a Delaware corporation (“Grantor”).

**WHEREAS**, reference is made to that certain Amended and Restated Credit Agreement dated as of December 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a “Lender” and collectively as the “Lenders”), Agent, **BARCLAYS PRIVATE CREDIT PARTNERS LLC, MAXIMUS HOLDINGS INC.**, a Delaware corporation, and Grantor;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of February 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by and between Grantor and Agent, Grantor granted to Agent a security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 19, 2014 at Reel 5219, Frame 0524; and

**WHEREAS**, Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

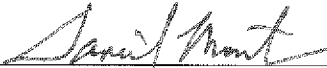
1. Without representation or warranty of any kind or nature, Agent hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of Agent in the Trademark Collateral pursuant to the Trademark Security Agreement.

2. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, LLC,  
a Delaware limited liability company, as Agent

By:   
Daniel Morihiro  
Its Authorized Signatory

**SCHEDULE 1**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**  
**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
MSC.Software Corporation	U.S.A	MSC APEX	86/087,563	10-9-2013