

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PTC (Canada) Inc.		06/04/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PTC Inc.		
<b>Street Address:</b>	140 Kendrick Street		
<b>City:</b>	Needham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02494		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1860300	NUTCRACKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>	843-720-4302		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	42nd Floor, IP Department		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	50773/09554		
<b>NAME OF SUBMITTER:</b>	John C. McElwaine		
<b>SIGNATURE:</b>	/John C. McElwaine/		
<b>DATE SIGNED:</b>	06/19/2014		
<b>Total Attachments: 3</b>			
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CH \$40.00 1860300

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective as of June 4, 2014 (the "Effective Date") by and between **PTC (Canada) Inc.**, a Canadian corporation with its principal place of business located at 3333 Cote Vertu, Suite 620, Saint Laurent, Quebec H4R 2N1, Canada and the successor to MKS Inc. (the "Assignor"), 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"):

**NUTCRACKER            US Registration No. 1860300            Registered: October 25, 1994**

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]*

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed this Trademark Assignment Agreement on the date below.

ASSIGNOR: PTC (CANADA) INC.

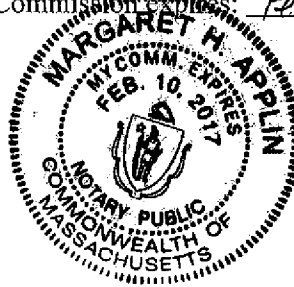
By: [Signature]  
Name: Aaron C. von Staats  
Title: President and Secretary

Date: June 4, 2014

Commonwealth of Massachusetts )  
 ) ss.:  
County of Norfolk )

On the 4<sup>th</sup> day of June, in the year 2014, before me, a Notary Public in and for said State, personally appeared Aaron C. von Staats, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public: Margaret H. Applin  
Notary Registration No.: N/A  
My Commission Expires: February 10, 2017



ASSIGNEE: PTC INC.

By: [Signature]  
Name: Aaron C. von Staats  
Title: Secretary

Date: June 4, 2014

Commonwealth of Massachusetts )  
 ) ss.:  
County of Norfolk )

On the 4<sup>th</sup> day of June, in the year 2014, before me, a Notary Public in and for said State, personally appeared Aaron C. von Staats, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instruments and acknowledged to me that such individual executed the same in each individual's capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public: Margaret H. Applin  
Notary Registration No.: N/A  
My Commission expires: February 10, 2017

