

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361251

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PTC INC.		11/04/2015	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 53</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3968189	CREATE COLLABORATE CONTROL CONFIGURE COM	
<b>Registration Number:</b>	2348921	EPD.CONNECT	
<b>Registration Number:</b>	3814869	INSIGHT	
<b>Registration Number:</b>	3998318	MATHCAD PRIM	
<b>Registration Number:</b>	1962523	PHOTORENDER	
<b>Registration Number:</b>	1492046	PRO/ENGINEER	
<b>Registration Number:</b>	2179055	PRO/TOOLKIT	
<b>Registration Number:</b>	3109892	WILDFIRE	
<b>Registration Number:</b>	2303220	ARBORTEXT	
<b>Registration Number:</b>	2698963	BEHAVIORAL MODELING	
<b>Registration Number:</b>	3223639	CADD5	
<b>Registration Number:</b>	4167471	COLDLIGHT	
<b>Registration Number:</b>	4176369	CREO	
<b>Registration Number:</b>	4106496	ELEMENTS/DIRECT	
<b>Registration Number:</b>	3797927	FLEXPLM	
<b>Registration Number:</b>	2783114	GRANITE	
<b>Registration Number:</b>	1745627	IMPLEMENTER	
<b>Registration Number:</b>	2058906	INFO*ENGINE	
<b>Registration Number:</b>	4468878	ISODRAW	
<b>TRADEMARK</b>			

CH \$1340.00 3968189

Property Type	Number	Word Mark
Registration Number:	4532128	ISOVIEW
Registration Number:	1457219	MATHCAD
Registration Number:	3998319	MATHCAD PRIME
Registration Number:	1600568	MECHANICA
Registration Number:	1764169	MKS TOOLKIT
Registration Number:	3944505	NEURON
Registration Number:	1860300	NUTCRACKER
Registration Number:	4038736	PLANET PTC
Registration Number:	3944506	PRESCRIPTIVE INTELLIGENCE
Registration Number:	2206094	PRO/INTRALINK
Registration Number:	4339939	PRODUCT & SERVICE ADVANTAGE
Registration Number:	2601910	PTC
Registration Number:	2356250	PTC
Registration Number:	3968185	REAL WORLD DESIGN CHALLENGE
Registration Number:	3135202	S SERVICISTICS
Registration Number:	4304486	SERVICE KNOWLEDGE
Registration Number:	4476311	SERVICE LIFECYCLE MANAGEMENT
Registration Number:	3135200	SERVICISTICS
Registration Number:	4146864	SOCIAL PRODUCT DEVELOPMENT
Registration Number:	4155228	THE 1ST APPLICATION PLATFORM FOR A CONNE
Registration Number:	3204717	THE PRODUCT DEVELOPMENT COMPANY
Registration Number:	4109846	THINGWORX
Registration Number:	4708404	THINGWORX
Registration Number:	4831805	LIVEWORX
Registration Number:	4109790	UNLOCK POTENTIAL
Registration Number:	2267669	WINDCHILL
Registration Number:	4726972	WINDCHILL
Registration Number:	3521064	WINDCHILL MPMLINK
Registration Number:	2738964	WINDCHILL PARTSLINK
Registration Number:	3074171	WINDCHILL PDMLINK
Registration Number:	4068137	WINDCHILL SOCIALLINK
Registration Number:	4258880	VUFORIA
Registration Number:	4259016	
Registration Number:	4720929	SMART TERRAIN

**CORRESPONDENCE DATA**

Fax Number: 3129939767

*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.*

**TRADEMARK**

**REEL: 005661 FRAME: 0274**

**Phone:** 3129932647  
**Email:** zeynep.gieseke@lw.com  
**Correspondent Name:** Zeynep Gieseke  
**Address Line 1:** 330 N. Wabash Avenue, Suite 2800  
**Address Line 2:** Latham & Watkins LLP  
**Address Line 4:** CHICAGO, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 049067-0098

**NAME OF SUBMITTER:** Zeynep Gieseke

**SIGNATURE:** /zg/

**DATE SIGNED:** 11/04/2015

**Total Attachments: 6**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 4, 2015 by and from PTC Inc., a Massachusetts corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Grantor, as a Borrower, the Lenders, the Grantee, and the other parties thereto have entered into an Amended and Restated Credit Agreement dated as of November 4, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a Security Agreement dated as of November 4, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PTC INC.,  
as Grantor

By: 

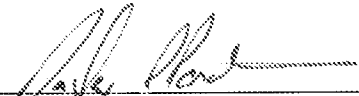
Name: Andrew D. Miller

Title: Chief Financial Officer

Signature Page for  
Supplemental Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 005661 FRAME: 0278**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Douglas Panchal  
Title: Authorized Signatory

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Registered Trademarks:

Mark	Registration Number	Registration Date
CREATE COLLABORATE CONTROL CONFIGURE COMMUNICATE	3968189	5/31/2011
EPD.CONNECT	2348921	5/9/2000
INSIGHT	3814869	7/6/2010
MATHCAD PRIM and Design (MATHCAD PRIM (E - Greek Letter))	3998318	7/19/2011
PHOTORENDER	1962523	3/12/1996
PRO/ENGINEER (stylized)	1492046	6/14/1988
PRO/TOOLKIT	2179055	8/4/1998
WILDFIRE	3109892	6/27/2006
ARBORTEXT	2303220	12/28/1999
BEHAVIORAL MODELING	2698963	3/18/2003
CADDS	3223639	4/3/2007
COLDLIGHT	4167471	7/3/2012
CREO	4176369	7/17/2012
ELEMENTS/DIRECT	4106496	2/28/2012
FLEXPLM	3797927	6/8/2010
GRANITE	2783114	11/11/2003
IMPLEMENTER	1745627	1/12/1993
INFO*ENGINE	2058906	5/6/1997
ISODRAW	4468878	1/21/2014
ISOVIEW	4532128	5/20/2014
MATHCAD	1457219	9/15/1987
MATHCAD PRIME	3998319	7/19/2011
MECHANICA	1600568	6/12/1990
MKS TOOLKIT	1764169	4/13/1993
NEURON	3944505	4/12/2011
NUTCRACKER (stylized)	1860300	10/25/1994
PLANET PTC	4038736	10/11/2011
PRESCRIPTIVE INTELLIGENCE	3944506	4/12/2011
PRO/INTRALINK	2206094	11/24/1998
PRODUCT & SERVICE ADVANTAGE	4339939	5/21/2013
PTC	2601910	7/30/2002
PTC	2356250	6/6/2000
REAL WORLD DESIGN CHALLENGE	3968185	5/31/2011



<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
S SERVICISTICS and Design	3135202	8/29/2006
SERVICE KNOWLEDGE	4304486	3/19/2013
SERVICE LIFECYCLE MANAGEMENT	4476311	1/28/2014
SERVICISTICS	3135200	8/29/2006
SOCIAL PRODUCT DEVELOPMENT	4146864	5/22/2012
THE 1ST APPLICATION PLATFORM FOR A CONNECTED WORLD	4155228	6/5/2012
THE PRODUCT DEVELOPMENT COMPANY	3204717	1/30/2007
THINGWORX	4109846	3/6/2012
THINGWORX	4708404	3/24/2015
LIVEWORX	4831805	10/13/2015
UNLOCK POTENTIAL	4109790	3/6/2012
WINDCHILL	2267669	8/3/1999
WINDCHILL	4726972	4/28/2015
WINDCHILL MPMLINK	3521064	10/21/2008
WINDCHILL PARTSLINK	2738964	7/15/2003
WINDCHILL PDMLINK	3074171	3/28/2006
WINDCHILL SOCIALLINK	4068137	12/6/2011
VUFORIA	4258880	12/11/2012
VUFORIA Logo (eye)	4259016	12/11/2012
SMART TERRAIN	4720929	4/14/2015

Trademark Applications:

<b>Mark</b>	<b>Serial Number</b>	<b>Application Date</b>
PRODUCT RELATIONSHIP MANAGEMENT	86/339687	7/17/2014
PRODUCTCLOUD	86/069194	9/19/2013
UNITE	86/388002	9/8/2014