

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SignCAD Systems, Inc.		02/08/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bentley Systems, Incorporated		
Street Address:	685 Stockton Drive		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3650104	SIGNCAD NO SPEED LIMITS	
Registration Number:	3650103	SIGNCAM	
Registration Number:	3650102	SIGNCAD	
Registration Number:	3622679	SIGNTRACK	
Registration Number:	3622672	CONEZONE	
CORRESPONDENCE DATA			
Fax Number:	6179513927		
<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>			
Phone:	6179512500		
Email:	docket@c-m.com, merisa@c-m.com		
Correspondent Name:	Cesari and McKenna, LLP		
Address Line 1:	One Liberty Square		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	JAMES A. BLANCHETTE		
SIGNATURE:	/James A. Blanchette/		
DATE SIGNED:	02/22/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is dated as of February 8 2019, by and between SignCAD Systems, Inc., a Minnesota corporation with an address at 10590 Wayzata Blvd Minnetonka, Minnesota 55305 (the "Assignor"), and Bentley Systems Incorporated, a Delaware corporation with an address at 685 Stockton Drive, Exton PA, 19341 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor, certain shareholders of the Assignor and the Assignee are parties to an Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement");

WHEREAS, Assignor holds the rights to certain Intellectual Property as hereinafter defined; and

WHEREAS, Assignee is desirous of acquiring said Intellectual Property in accordance with the terms of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration for the mutual promises contained in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions: As used in this Assignment, "Intellectual Property" (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, (ii) all patents, patent applications, and patent disclosures thereof, together with all reissuances, divisional, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (iii) all trademarks, service marks, trade dress, logos, trade names, and product names, and all applications, registrations, and renewals in connection therewith in any jurisdiction; (iv) all copyrights, registrations and applications therefor, writings and other works, whether copyrightable or not, in any jurisdiction, and any renewals or extensions thereof; (v) all mask works and all applications, registrations, and renewals in connection therewith in any jurisdiction; (vi) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, secret processes and procedures, engineering, production, assembly, design, installation, other technical drawings and specifications, working notes and memos, market studies, consultants' reports, technical and laboratory data, competitive samples, engineering prototypes, and all similar property of any nature, tangible or intangible); (vii) all Seller Software (as defined in the Asset Purchase Agreement); (viii) all Databases and Seller IT Systems (as defined in the Asset Purchase Agreement); (ix) all copies and tangible embodiments of any of the foregoing (in whatever form or medium); (x) all domain names and websites listed in the Disclosure Schedule to the Asset Purchase Agreement; and (xi) all Seller Offerings (as defined in the Asset Purchase Agreement). For the avoidance of doubt, "Intellectual Property"

shall be understood to include, but not be limited to, the specific trademarks listed in Schedule 1 and copyrights listed in Schedule 2 attached hereto.

2. Assignment of Intellectual Property: Assignor, does assign, transfer, and set over unto said Assignee, its entire right, title and interest in, to and under all Intellectual Property, together with all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

3. Amendments, Waivers. This Assignment may only be amended and modified by written instrument executed by each of the parties hereto.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original (including facsimile signatures) and all of which shall together constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the conflict of laws provisions of that Commonwealth.

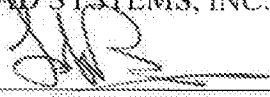
6. Asset Purchase Agreement. This Assignment is delivered pursuant to and subject to the terms of the Asset Purchase Agreement in order to effectuate the transfer of certain of the Purchased Assets contemplated thereunder and is not intended to change the terms and does not change the terms of the Asset Purchase Agreement or alter either party's rights or obligations thereunder. In any conflict between the terms of the Asset Purchase Agreement and this Assignment, the terms of the Asset Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date set forth above.

ASSIGNOR:

SIGNCAD SYSTEMS, INC.

By: 

Name: Lynn A. Burg

Title: Secretary Treasurer

ASSIGNEE:

BENTLEY SYSTEMS, INCORPORATED

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date set forth above.

ASSIGNOR:

SIGNCAD SYSTEMS, INC.

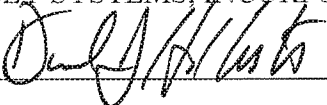
By: _____

Name: _____

Title: _____

ASSIGNEE:

BENTLEY SYSTEMS, INCORPORATED

By: 

Name: David J. Hollister

Title: Chief Financial Officer

SCHEDULE 1: TRADEMARKS

Country	Serial No.	Reg. No.	Registration Date	Classes	Mark
US	77589740	3650104	July 7, 2009	009	SIGNCAD NO SPEED LIMITS
US	77589717	3650103	July 7, 2009	009	SIGNCAM
US	77589698	3650102	July 7, 2009	009	SIGNCAD
US	77589683	3622679	May 19, 2009	009	SIGNTRACK
US	77589605	3622672	May 19, 2009	009	CONEZONE

SCHEDULE 2: COPYRIGHTS

Country	Reg. No.	Reg. Date	Title
US	TXu001134492	Oct. 28, 2003	SignCad version 5.02 (2002)
US	TX0007397049	May 13, 2011	SignCAD V8.41 Computer Software Program
US	TX0007397047	May 13, 2011	ConeZONE v.1.5 Computer Software Program
US	TX0005894658	July 10, 2003	SignCAD, version 4.70. By SignCAD Systems, Inc.
US	TX0005776521	July 10, 2003	SignCAD : v.5.11
US	TX0005776520	July 10, 2003	SignCAD : v.5.12
US	TX0005628161	Dec. 19, 2002	SignCAD : v4.70