

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561938

<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.		02/13/2020	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 Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5137325	GENERATE	
<b>Registration Number:</b>	5851919	PP	
<b>Registration Number:</b>	3119409	KEPWARE	
<b>Registration Number:</b>	3070571	KEPSERVEREX	
<b>Registration Number:</b>	2373186	COCREATE	
<b>Registration Number:</b>	5023042	FRUSTUM	
<b>Registration Number:</b>	5949177	ONSHAPE	
<b>Registration Number:</b>	5053640	ONSHAPE FULL-CLOUD CAD	
<b>Registration Number:</b>	5032652	FEATURESCRIPT	
<b>Registration Number:</b>	4752666	ONSHAPE	
<b>Registration Number:</b>	4804938	CONNECTED WITH KEPWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	330 North Wabash		

CH \$290.00 5137325

**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

**ATTORNEY DOCKET NUMBER:** 049067-0098

**NAME OF SUBMITTER:** Heather Poitras

**SIGNATURE:** /hp/

**DATE SIGNED:** 02/13/2020

**Total Attachments: 5**

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

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of February 13, 2020 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 a Third Amended and Restated Credit Agreement dated as of February 13, 2020 (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 Second Amended and Restated Security Agreement dated as of February 13, 2020 (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: Kristian Talvitie  
Name: Kristian Talvitie  
Title: Chief Financial Officer

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

By: 


Name: Min Park

Title: Vice President

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

**TRADEMARK**  
**REEL: 006863 FRAME: 0055**

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

<b>REGISTERED TRADEMARKS U.S.</b>				
(*PTC Inc. is the current owner of each Trademark via the acquisition by or merger of the owner of record with and into PTC Inc.)				
Mark	Registration Number	Registration Date	Country Name	Record Owner*
GENERATE	5137325	2/7/2017	United States	PTC Inc.
PP 	5851919	9/3/2019	United States	PTC Inc.
KEPWARE	3119409	7/25/2006	United States	PTC Inc.
KEPSERVEREX	3070571	3/21/2006	United States	PTC Inc.
COCREATE	2373186	8/1/2000	United States	PTC Inc.
FRUSTUM	5023042	8/16/2016	United States	Frustum Inc.
ONSHAPE	5949177	12/31/2019	United States	Onshape Inc.
ONSHAPE FULL-CLOUD CAD	5053640	10/4/2016	United States	Onshape Inc.
FEATURESCRIPT	5032652	8/30/2016	United States	Onshape Inc.
ONSHAPE	4752666	6/9/2015	United States	Onshape Inc.
CONNECTED WITH KEPWARE	4804938	9/1/2015	United States	Keptware, Inc.