

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NoteVault, Inc.		05/21/2020	Corporation: CALIFORNIA
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: 6			
Property Type	Number	Word Mark	
Serial Number:	86561368	NOTEVAULT	
Serial Number:	77431285	NOTEVAULT	
Serial Number:	77471798	THE ULTIMATE C.Y.A.	
Serial Number:	86900788	DOCUMENT EVERYTHING	
Serial Number:	87163780	VERDAD	
Serial Number:	86900867	ONE TEAM. ONE REPORT.	
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		
Correspondent Name:	James A. Blanchette / Cesari and McKenna		
Address Line 1:	One Liberty Square, Suite 310		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	James A. Blanchette		
SIGNATURE:	/James A. Blanchette/		
DATE SIGNED:	06/03/2020		
Total Attachments: 5			

CH \$165.00 86561368

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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of May 21, 2020, by and among NoteVault, Inc., a California corporation (“Seller”), and Bentley Systems, Incorporated, a Delaware corporation (“Buyer”). Any term used herein but not otherwise defined herein shall have the meaning given to such term in the Asset Purchase Agreement, dated as of the date hereof (as modified or restated from time to time, the “Purchase Agreement”), by and among Seller, Buyer and Peter Lasensky.

WHEREAS, pursuant to the Purchase Agreement, among other things, Seller has sold, transferred, assigned, conveyed and delivered to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE in consideration of the premises and the covenants and agreements herein contained and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

1. Assignment.

(a) Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller’s right, title and interest in and to the following (the “Assigned IP”):

(i) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(ii) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(iii) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iv) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(v) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or de-fault, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages..

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as Buyer may reasonably request to effect,

evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Agreement Controlling. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. . Nothing contained in this Agreement shall be deemed to supersede, enlarge, modify, or limit any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any provision or rule (whether of the State of Delaware or any other jurisdiction) that would have the effect of applying the laws or rules of any other jurisdiction.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

BUYER:

BENTLEY SYSTEMS, INCORPORATED

By: 
Name: David J. Hollister
Title: CFO

SELLER:

NOTEVAULT, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

BUYER:

BENTLEY SYSTEMS, INCORPORATED

By: _____
Name: _____
Title: _____

SELLER:

NOTEVAULT, INC.

By: _____
Name: Peter Joel Lasensky
Title: CEO

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 006952 FRAME: 0519

SCHEDULE 2
TRADEMARKS

Trademarks

Trademarks (class)	Jurisdiction	Serial Number	Registration Number
NOTEVAULT (9)	US	86/561368	4930693
NOTEVAULT (38)	US	77/431285	3925916
THE ULTIMATE C.Y.A.(9)	US	77/471798	3520562
DOCUMENT EVERYTHING (38)	US	86/900788	N/A
VERDAD (38)	US	87/163780	N/A
ONE TEAM. ONE REPORT (38)	US	86/900867	N/A
NOTEVAULT (9,38,42)	AUSTRALIA	1680648	1680648
NOTEVAULT (9,38,42)	NEW ZEALAND	1016055	1016055
NOTEVAULT (9)	CHINA	17337238	17337238
NOTEVAULT (38)	CHINA	17337235	17337235
NOTEVAULT (42)	CHINA	17337236	17337236
NOTEVAULT (9,38,42)	EC	13843784	13843784