

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728410

<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>
Adina R&D, Inc.		04/04/2022	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bentley Systems, Incorporated		
<b>Street Address:</b>	685 Stockton Drive		
<b>City:</b>	Exton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19341		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1243467	ADINA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-951-2500		
<b>Email:</b>	docket@c-m.com, merisa@c-m.com		
<b>Correspondent Name:</b>	Cesari and McKenna, LLP		
<b>Address Line 1:</b>	One Liberty Square		
<b>Address Line 2:</b>	Suite 310		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	107051-0517		
<b>NAME OF SUBMITTER:</b>	James A. Blanchette		
<b>SIGNATURE:</b>	/James A. Blanchette/		
<b>DATE SIGNED:</b>	05/17/2022		
<b>Total Attachments: 10</b>			
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## IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "Agreement") is dated as of April 4, 2022, by and among Adina R&D, Inc., a Massachusetts 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 Klaus-Jürgen Bathe.

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;

WHEREAS, pursuant to the IP Assignment Agreement, dated as of the date hereof, by and among Klaus-Jürgen Bathe and Seller, among other things, Klaus-Jürgen Bathe has sold, transferred, assigned, conveyed and delivered to Seller the trademark registrations and applications set forth on Schedule 2 thereto and all issuances, extensions, and renewals thereof.

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 Commission 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.

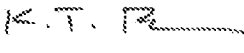
**BUYER:**

BENTLEY SYSTEMS, INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

ADINA R&D, INC

By:  \_\_\_\_\_  
Name: Klaus-Jürgen Bathe  
Title: President

Digitally signed by Klaus-Jürgen Bathe  
DN: cn=Klaus-Jürgen Bathe, o, ou,  
email=kjb1adina@gmail.com, c=US  
Date: 2022.04.02 16:45:58 -04'00'

**SCHEDULE 1**

**PATENTS**

**Patents**

None.

**SCHEDULE 2**  
**TRADEMARKS**

**Trademarks**

FT Ref	Mark	Country	Filing Date	Appl No	Reg Date	Reg No	Classes
00767-0002BX1	ADINA	BENELUX	12/14/1990	756944	08/01/1991	489215	09
00767-0002CN1	ADINA	CHINA	02/16/2009	7201847	10/28/2010	7201847	09
00767-0002FR1	ADINA	FRANCE	06/12/1992	1207952	06/12/1992	1207952	09
00767-0002DE1	ADINA	GERMANY	06/25/1992	n/a	06/25/1992	1044050	09
00767-0002IN1	ADINA	INDIA	01/06/2009	1771410	02/14/2011	1771410	09
00767-0002IT1	ADINA	ITALY	12/31/1990	50767-C090	08/24/1993	362020000216821	09
00767-0002JP1	ADINA	JAPAN	07/01/1982	N/A	10/31/1985	1816567	09
00767-0002SE1	ADINA	SWEDEN	12/14/1990	90/11507	12/30/1992	244718	09
00767-0002GB1	ADINA	UNITED KINGDOM	07/01/1993	1177735	07/01/1993	1177735	09
00767-0002001	ADINA	UNITED STATES	06/23/1982	73371,137	06/28/1983	1,243,467	09

[Signature Page to IP Assignment Agreement]

## IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "Agreement") is dated as of April 4, 2022, by and among Adina R&D, Inc., a Massachusetts 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 Klaus-Jürgen Bathe.

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;

WHEREAS, pursuant to the IP Assignment Agreement, dated as of the date hereof, by and among Klaus-Jürgen Bathe and Seller, among other things, Klaus-Jürgen Bathe has sold, transferred, assigned, conveyed and delivered to Seller the trademark registrations and applications set forth on Schedule 2 thereto and all issuances, extensions, and renewals thereof.

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 Commission 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.

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*[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 Hollister  
Title: Chief Investment Officer

**SELLER:**

ADINA R&D, INC

By: \_\_\_\_\_  
Name: Klaus-Jürgen Bathe  
Title: President

*[Signature Page to IP Assignment Agreement]*

**SCHEDULE 1**

**PATENTS**

**Patents**

None.

**SCHEDULE 2  
TRADEMARKS**

**Trademarks**

FR Ref	Mark	Country	Filing Date	Appl No	Reg Date	Reg No	Classes
00767-0002BX1	ADINA	BENELUX	12/14/1990	756944	08/01/1991	489215	09
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