

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EasyPower, LLC		02/21/2023	Limited Liability Company: OREGON
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4278323	PALADIN DESIGNBASE	
Registration Number:	3476117	EASYPower	
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:	617-951-2500		
Email:	docket@c-m.com, merisa@c-m.com		
Correspondent Name:	Cesari and McKenna, LLP		
Address Line 1:	One Liberty Square		
Address Line 2:	Suite 310		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	107051-0590&107051-0591		
NAME OF SUBMITTER:	James A. Blanchette		
SIGNATURE:	/James A. Blanchette/		
DATE SIGNED:	03/02/2023		
Total Attachments: 10			
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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "Agreement") is dated as of February 21, 2023, by and among EasyPower, LLC, an Oregon limited liability company ("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 Shaun McAravey and Diane McAravey (together, the "Owners," and each an "Owner").

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 the Owners and Seller, among other things, the Owners have 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) the copyright registration set forth on Schedule 3 hereto;

(iv) the domain name set forth on Schedule 4 hereto and all issuances, extensions, and renewals thereof;

(v) 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;

(vi) 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

(vii) 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 dam-

ages, 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 Buyer 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.

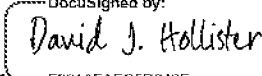
6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be 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:  _____
DocuSigned by:
F361AFAEC6D040E...
Name: David J. Hollister
Title: Chief Investment Officer

SELLER:

EASYPower, LLC

By:  _____
Name: Shaun McAravey
Title: Manager

[Signature Page to Seller IP Assignment Agreement]

SCHEDULE 1

PATENTS

Reference Number	Description/Title	Country	Patent Application Number	Application Filing Date	Patent Publication Date	Patent Publication Number	Patent Number Issue date	Patent Date Granted
EPL15301	FACILITATING ANALYSIS OF AN ELECTRICAL POWER SYSTEM	USA	14/875,616	10/5/2015	04/06/2017	0097755	10528654	01/07/2020
EPL22301	SYSTEMS AND METHODS FOR REAL-TIME PROTECTIVE DEVICE EVALUATION IN AN ELECTRICAL POWER DISTRIBUTION SYSTEM	USA	11/717,378	3/12/2007	09/13/2007	0213956	7,844,439	11/30/2010
EPL22302	ELECTRICAL POWER SYSTEM MODELING, DESIGN, ANALYSIS, AND REPORTING VIA A CLIENT-SERVER APPLICATION FRAMEWORK	USA	12/247,886	10/08/2008	03/19/2009	0076749	8,229,722	07/24/2012
EPL22303	AUTOMATIC REAL-TIME OPTIMIZATION AND INTELLIGENT CONTROL OF ELECTRICAL POWER DISTRIBUTION AND TRANSMISSION SYSTEMS	USA	11/770,190	06/28/2007	03/27/2008	0077368	8,126,685	02/28/2012
EPL22304	SYSTEM AND METHODS FOR INTUITIVE MODELING OF COMPLEX NETWORKS IN A DIGITAL ENVIRONMENT	USA	15/068,105	03/11/2016	07/07/2016	0196375	9,846,752	12/19/2017

EPL22305	SYSTEMS AND METHODS FOR A REAL-TIME SYNCHRONIZED ELECTRICAL POWER SYSTEM SIMULATOR FOR "WHAT-IF" ANALYSIS AND PREDICTION OVER ELECTRICAL POWER NETWORKS	USA	11/923,081	10/24/2007	05/08/2008	0109205	8,180,622	05/15/2012
EPL22306	METHOD FOR PREDICTING SYMMETRIC, AUTOMATED, REAL-TIME ARC FLASH ENERGY WITHIN A REAL-TIME MONITORING SYSTEM	USA	15/089,922	04/04/2016	08/25/2016	0246906	9,886,535	02/06/2018
EPL22307	REAL-TIME STABILITY INDEXING FOR INTELLIGENT ENERGY MONITORING AND MANAGEMENT OF ELECTRICAL POWER NETWORK SYSTEM	USA	12/236,030	09/23/2008	03/05/2009	0063122	8,131,401	03/06/2012
EPL22308	SYSTEMS AND METHODS FOR AUTOMATICALLY CONVERTING CAD DRAWING FILES INTO INTELLIGENT OBJECTS WITH DATABASE CONNECTIVITY FOR THE DESIGN, ANALYSIS, AND SIMULATION OF ELECTRICAL POWER SYSTEMS	USA	12/247,873	10/08/2008	04/16/2009	0099832	8,155,943	04/10/2012
EPL22309	REAL-TIME SYSTEM FOR VERIFICATION AND MONITORING OF PROTECTIVE DEVICE	USA	12/334,153	12/12/2008	06/11/2009	0149972	8,165,723	04/24/2012

	SETTINGS WITHIN AN ELECTRICAL POWER DISTRIBUTION NETWORK AND AUTOMATIC CORRECTION OF DEVIANCES FOUND							
EPL22310	METHOD FOR PREDICTING SYMMETRIC, AUTOMATED, REAL-TIME ARC FLASH ENERGY WITHIN A REAL-TIME MONITORING SYSTEM	USA	12/506,216	07/20/2009	01/28/2010	0023309	8,494,830	07/23/2013
EPL22311	METHOD FOR PREDICTING POWER USAGE EFFECTIVENESS AND DATA CENTER INFRASTRUCTURE EFFICIENCY WITHIN A REAL-TIME MONITORING SYSTEM	USA	12/542,472	08/17/2009	02/25/2010	0049494	8,401,833	03/19/2013
EPL22312	SYSTEMS AND METHODS FOR REAL-TIME SYSTEM MONITORING AND PREDICTIVE ANALYSIS	USA	12/759,061	04/13/2010	10/14/2010	0262411	8,155,908	04/10/2012
EPL22313	REAL TIME MICROGRID POWER ANALYTICS PORTAL FOR MISSION CRITICAL POWER SYSTEMS	USA	12/895,586	09/30/2010	04/07/2011	0082596	8,321,194	11/27/2012
EPL22314	SYSTEMS AND METHODS FOR INTUITIVE MODELING OF COMPLEX NETWORKS IN A DIGITAL ENVIRONMENT	USA	12/237,948	09/25/2008	03/26/2009	0083019	9,092,593	07/28/2015

EPL22315	MICROGRID MODEL BASED AUTOMATED REAL TIME SIMULATION FOR MARKET BASED ELECTRIC POWER SYSTEM OPTIMIZATION	USA	15/925,245	03/19/2018	07/26/2018	US 2018- 0210479 A1	10962999	03/30/2021
EPL22316	SYSTEMS AND METHODS FOR REAL-TIME DC MICROGRID POWER ANALYTICS FOR MISSION- CRITICAL POWER SYSTEMS	USA	15/998,739	08/16/2018	01/03/2019	US 2019- 0005165 A1	10867087	12/15/2020

**SCHEDULE 2
TRADEMARKS**

Reference Number	Record Type	Mark	Country	Application Filing Date	Trademark Serial #	Registration Number	Status
EPL22401	Trademark	PALADIN DESIGNBASE	United States	12/12/2011	85/493,439	4,278,323	LIVE
N/A	Trademark	EASYPOWER	United States	12/19/2007	77/355,971	3,476,117	LIVE

SCHEDULE 3
COPYRIGHTS

Reference Number	Record Type	Description/ Title	Country	Registration Number	Registration Date	Status
EPL19501	Copyright	EasyPower copyright	United States	TX0008866506	5/1/2020	Issued

SCHEDULE 4

DOMAIN NAMES

Domain	Registrant Name	Registrant Organization	Date of Issue/Filing	Expiration Date
EasyPower.com	EasyPower LLC	EasyPower LLC	04/28/1996	04/29/2026