

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Surfware, Inc.		07/21/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solidworks Corporation		
<b>Street Address:</b>	300 Baker Avenue		
<b>City:</b>	Concord		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01742		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3108187	PDO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)944-3306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.944.3307		
<b>Email:</b>	jsplitter@sbgdc.com		
<b>Correspondent Name:</b>	Jenny Splitter		
<b>Address Line 1:</b>	1101 30th St. NW, Suite 120		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	SURF/8357		
<b>NAME OF SUBMITTER:</b>	Jenny Splitter		
<b>Signature:</b>	/jenny splitter/		
<b>Date:</b>	07/28/2006		

CH \$40.00 3108187

Total Attachments: 2

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## ASSIGNMENT AGREEMENT

WHEREAS, ASSIGNOR SURFWARE, INC., a California corporation, having an address at 5703 Corsa Avenue, Westlake, California 91362 (the "ASSIGNOR"), is the owner of U.S. Trademark Registration Number 3,108,187 (the "PDO Trademark Registration"); and

WHEREAS, ASSIGNEE SOLIDWORKS CORPORATION, a Delaware corporation, having an address at 300 Baker Avenue, Concord, Massachusetts 01742 (the "ASSIGNEE"), is desirous of acquiring the PDO Trademark Registration by assignment; and

WHEREAS, ASSIGNOR desires to transfer to ASSIGNEE any and all right, title, interest and goodwill it holds in and to the PDO Trademark Registration;

NOW, THEREFORE,

1. ASSIGNOR warrants that it is the owner of the PDO Trademark Registration; and that there is no challenge to such ownership pending and not resolved.
2. ASSIGNOR agrees to provide any documentation or assistance that ASSIGNEE may reasonably request in securing and perfecting the rights to be transferred pursuant to this Agreement.
3. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in and to the PDO Trademark Registration, renewal thereof, rights in and to the underlying trademark arising from its use, together with all of the goodwill of the business symbolized by the PDO Trademark Registration and its underlying trademark.
4. ASSIGNOR further assigns to ASSIGNEE all rights to damages or profits, due or accrued, arising out of past infringement of the PDO Trademark Registration, or injury to the goodwill connected with use of the underlying trademark.
5. This Agreement, and the letter agreement dated March 31, 2005 regarding "Use of the Term PDO," represent the entire agreement between the parties regarding assignment of the PDO Trademark Registration, and it supersedes any prior oral or written agreement or understanding between the parties on that subject.
6. This Agreement is binding upon the parties, as well as their successors, assigns, officers and all those in concert or privity with them.

7. The assignment contemplated herein shall be deemed effective as of the date indicated below.

**SURFWARE, INC. (Assignor)**

By: \_\_\_\_\_

Name: Terry J Sorensen

Title: CEO and President

Date: 7 Jul 06

**SOLDWORKS CORPORATION (Assignee)**

By: \_\_\_\_\_

Name: Becky Spitz

Title: Corporate Counsel

Date: July 21, 2006