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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Asset Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Centor Software Corp.		11/12/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	MatrixOne, Inc.
Street Address:	900 Chelmsford Street
Internal Address:	Tower 2, 5th Floor
City:	Lowell
State/Country:	MASSACHUSETTS
Postal Code:	01851
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2638155	CENTOR
Registration Number:	2879823	CENTOR
Registration Number:	2780750	COMPLIANCE CONNECT
Registration Number:	2801073	COMPLIANCE X-SIGHT
Registration Number:	2770108	MATERIALS X-SIGHT
Registration Number:	2795738	X-SIGHT FOUNDATION
Registration Number:	2787602	X-SIGHT SERVER

CORRESPONDENCE DATA

Fax Number: (978)442-1004

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9784422737

Email: mary.zeh@3ds.com

Correspondent Name: Mary Zeh / Dassault Systemes Americas Co

Address Line 1: 900 Chelmsford Street

TRADEMARK REEL: 003795 FRAME: 0619

900108907

Address Line 2: Tower 2, 5th Floor Address Line 4: Lowell, MASSACHUSETTS 01851		
NAME OF SUBMITTER:	Deborah Dean	
Signature:	/Deborah Dean/	
Date:	06/13/2008	
Total Attachments: 9 source=Asset Purchase Agreement Centor and MatrixOne#page1.tif source=Asset Purchase Agreement Centor and MatrixOne#page2.tif source=Asset Purchase Agreement Centor and MatrixOne#page3.tif		

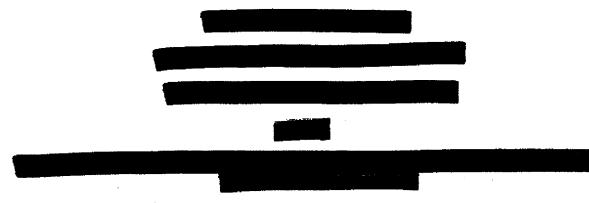
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ASSET PURCHASE AGREEMENT

by and among

MATRIXONE, INC.,

CENTOR SOFTWARE CORPORATION,



dated as of

NOVEMBER 12, 2004

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 12, 2004, is made by and among MATRIXONE, INC., a Delaware corporation ("Purchaser"), CENTOR SOFTWARE CORPORATION, a California corporation ("Seller"),



WITNESSETH:

WHEREAS, Seller is engaged in the business of licensing and servicing software for documenting and validating regulatory compliance with the EU directives that target banned substances and recycling for the automotive and electronics industries (the "Business");

WHEREAS, Seller desires to sell the Acquired Assets to Purchaser and Purchaser desires to purchase the Acquired Assets from Seller on the terms hereinafter set forth; and

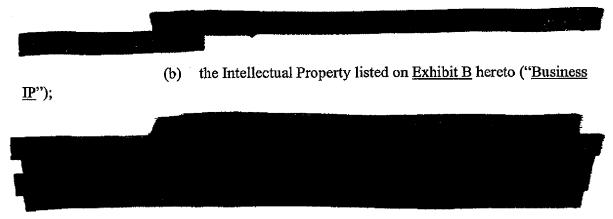
WHEREAS, to facilitate the sale of the Acquired Assets to Purchaser, the Seller Lenders are (a) reassigning to Seller the Patents included in the Business IP previously assigned to them, (b) releasing their priority security interest in the Acquired Assets and (c) indemnifying Purchaser as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

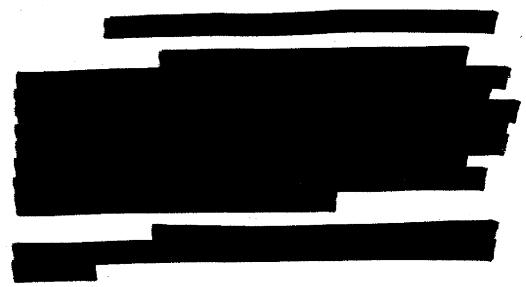
ARTICLE I

ASSETS AND LIABILITIES

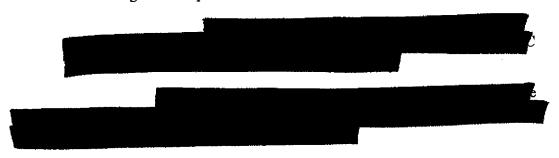
Section 1.1 Acquired Assets. At the Closing, Seller is selling, assigning, transferring, conveying and delivering to Purchaser, and Purchaser is purchasing, acquiring and accepting from Seller, Seller's entire right, title and interest in and to (collectively, the "Acquired Assets"):



Section 3.2 Closing Deliveries.



- (b) By Seller. At the Closing, Seller is delivering:
 - (i) to Purchaser
- (1) a bill of sale vesting in Purchaser all of Seller's right, title and interest in and to the Acquired Assets, duly executed by Seller;
- (2) patent and trademark assignment agreements vesting in Purchaser Seller's entire right, title and interest to the patents and trademarks included in the Business IP, duly executed by Seller;
 - (3) the Acquired Assets;
- (4) an amendment to the certificate of incorporation of Seller providing for a change in its name to eliminate references to "Centor", duly executed by Seller and in a form suitable for filing with the Secretary of State of California; and
- (5) evidence that all Patents previously assigned to any Seller Lender have been reassigned to Seller and all Encumbrances on the Acquired Assets and any financing statements or other filings with respect thereto have been released and terminated.



MATRIXONE, INC.
Ву:
Name:
Title:
CENTOR SOFTWARE CORPORATION
Ву:
Name:
Title:
HARVEST CENTOR LLC
By:
Name; Rucar Maney
Title: Manage
HUDSON VENTURE PARTNERS II, L.P.
By: Hudson Ventures II, L.L.C.
Ву:
Name:
Title:
WALDEN CAPITAL PARTNERS LP
By: Walden Capital Advisors L.P.,
its General Partner, By: Walden Capital Inc.,
its General Partner,
to constart arms!
Ву:
Name:
Title:
and the second second

[Signature page to Asset Purchase Agreement]

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	MATRIXONE, INC.
	Ву:
	Name:
	Title: CENTOR SOFTWARE CORPORATION
	Ву:
	Name:
	Title: HARVEST CENTOR LLC
	AMACO A CENTON DEC
	By:
	Name: Title:
	HUDSON VENTURE PARTNERS II, L,P.
	By: Hulson Ventures III, L.L.C. By:
	Name: Kim V Got
	Title: Managing Mande
	WALDEN CAPITAL PARTNER'S LP By: Walden Capital Advisors L.P.,
	its General Partner,
	By: Walden Capital Inc.,
	its General Partner,
	Ву:
	Name:
	Title:
•	

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the part	ties hereto have caused this Agreement to be executed
as of the date first above written.	MATRIXONE, INC.
	Ву:
	Name:
	Title:
	CENTOR SOFTWARE CORPORATION
	My Shilling anning
	By: Name: Mill Marguard
	Title: Vice President and Secretary
	HARVEST CENTOR LLC
	Ву:
	Name:
	Title: HUDSON VENTURE PARTNERS II, L.P.
	By: Hudson Ventures II, L.L.C.
	By: Hudson Ventures II, 5:20-6.
	Name:
	Title:
	WALDEN CAPITAL PARTNERS LP
	By: Walden Capital Advisors L.H.,
	its General Partner,
	By: Walden Capital Inc.,
	its General Partner,
	Ву:
	Name:
	Title:
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[C].construe	e page to Asset Purchase Agreement]
{Signatur	o habo to vropos r manusca por anno 2

Matthew & Ellon Guenther 973-683-1273

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of the date first above written	MATRIXONE, INC.
	Ву
	Name:
	Title:
	CENTOR SOFTWARE CORPORATION
	Ву:
	Name:
	Tide:
	Harvest Centor LLC
	By:
	Name:
	Title:
	HUDSON VENTURE PARTNERS H. L.P.
	Dy. Dunen vernices H. L.T. C.
	By:
	Næne: Title:
	WALDEN CAPITAL PARTNERS LP
	By: Walden Capital Advisors L.P., its General Partner.
	By: Walden Capital Inc.,
	its General Partner,
	A CAMPIEL CAMPIEL
	By: Alle Greets
	Name: Alten Grienberg Title: Pres
	700

[Signature page to Asset Furchase Agresiosat]

Business IP

The Compliance X-Sight, Issues X-Sight, Materials X-Sight, X-Sight Foundation, and X-Sight Server Software, all precursors thereto, portions thereof, works in progress, enhancements, or improvements based thereupon, and all other Intellectual Property of any sort related thereto, including, but not limited to, the following Patents and Trademarks:

Patents			
United States Application No. 10	/672,943, filed September 26, 200	3 as a division of 9/730,496.	
United States Application No. 09 13, 2002 as US20020073104.	/780,859, filed February 8, 2001 a	as a CIP of 09/624,054, published June	
United States Application No. 09	/730,496, filed December 4, 2000	, issued February 3, 2004 as 6,687,711.	
United States Application No. 09	/577,271, filed May 23, 2000, issu	ned November 25, 2003 as 6,654,737.	
United States Application No. 09	/624,054, filed Jul. 24, 2000, issue	ed September 23, 2003 as 6,625,596.	
United States Application No. 10 June 17, 2004 as US2004011736		3 as a CON of 09/624,054, published	
	Trademarks		
Style	Current Form		
Centor (logo art) Centor ("bulls eye")	Centor	Reg. No. 2,879,823 Section 8 & 15 Due 8/31/2010	
Compliance X-Sight	Compliance X-Sight®	Reg. No. 2,801,073 Section 8 & 15 Due 12/30/2009	
X-Sight Foundation	X-Sight Foundation®	Reg. No. 2,795,738 Section 8 & 15 Due 12/16/2009	
Issues X-Sight	Issues X-Sight®	Reg. No. 2,795,739 Section 8 & 15 Due 12/16/2009	
Materials X-Sight	Materials X-Sight®	Reg. No. 2,770,108 Section 8 & 15 Due 9/30/2009	
Compliance Connect	Compliance Connect®	Reg. No. 2,780,750 Section 8 & 15 Due 11/4/2009	
X-Sight Server	X-Sight Server®	Reg. No. 2,787,602 Section 8 & 15 Due 11/25/2009	

X-Sight Toolkit		No TM Application was filed.
Customer X-Sight		App. No. 76/396,763 Abandoned – No Statement of Used Filed
X-Sight Supplier		No TM Application was filed.
Centor (work mark)	Centor®	Reg. No. 2,638,155 Section 8 & 15 Due 10/22/2008
Interaction Store		App. No. 76/103,358 Abandoned - No Statement of Used Filed
Interaction Server		App. No. 76/103,359 Abandoned – Failed to Respond to Office Action
Correlation Server		App. No. 76/322,778 Abandoned – No Statement of Used Filed
Insight Server		No TM Application was filed.
Supplier X-Sight		App. No. 76/396,342 Abandoned – No Statement of Used Filed
Centor.com		No TM Application was filed.

RECORDED: 06/13/2008