

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

OP \$190.00 2638155

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
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ASSET PURCHASE AGREEMENT

by and among

MATRIXONE, INC.,

CENTOR SOFTWARE CORPORATION,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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"),

[REDACTED]

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");

[REDACTED]

(b) the Intellectual Property listed on Exhibit B hereto ("Business IP");

[REDACTED]

Section 3.2 Closing Deliveries.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(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.

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

MATRIXONE, INC.

By: _____

Name:

Title:

CENTOR SOFTWARE CORPORATION

By: _____

Name:

Title:

HARVEST CENTOR LLC

By:  _____

Name: Robert Harvey

Title: Manager

HUDSON VENTURE PARTNERS II, L.P.

By: Hudson Ventures II, L.L.C.

By: _____

Name:

Title:

WALDEN CAPITAL PARTNERS LP

By: Walden Capital Advisors L.P.,
its General Partner,

By: Walden Capital Inc.,
its General Partner,

By: _____

Name:

Title:

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

MATRIXONE, INC.

By: _____
Name:
Title:

CENTOR SOFTWARE CORPORATION

By: _____
Name:
Title:

HARVEST CENTOR LLC

By: _____
Name:
Title:

HUDSON VENTURE PARTNERS II, L.P.

By: Hudson Ventures II, L.L.C. *[Signature]*

By: _____
Name: *Kim P. Goh*
Title: *Managing Member*

WALDEN CAPITAL PARTNERS LP

By: Walden Capital Advisors L.P.,
its General Partner,

By: Walden Capital Inc.,
its General Partner,

By: _____
Name:
Title:

[REDACTED SIGNATURE BLOCK]

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

MATRIXONE, INC.

By: _____
Name:
Title:

CENTOR SOFTWARE CORPORATION

By: *[Signature]*
Name: *Mike Magwood*
Title: *Vice President and Secretary*

HARVEST CENTOR LLC

By: _____
Name:
Title:

HUDSON VENTURE PARTNERS II, L.P.

By: Hudson Ventures II, L.L.C.

By: _____
Name:
Title:

WALDEN CAPITAL PARTNERS LP

By: Walden Capital Advisors L.P.,
its General Partner,

By: Walden Capital Inc.,
its General Partner,

By: _____
Name:
Title:

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Signature page to Asset Purchase Agreement]

Matthew & Ellen Guenther 873-683-1273

P. 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

MATRIXONE, INC.

By: _____
Name: _____
Title: _____
CENTOR SOFTWARE CORPORATION

By: _____
Name: _____
Title: _____
HARVEST CENTOR LLC

By: _____
Name: _____
Title: _____
HUDSON VENTURE PARTNERS II, L.P.
By: Hudson Ventures II, L.L.C.

By: _____
Name: _____
Title: _____
WALDEN CAPITAL PARTNERS LP
By: Walden Capital Advisors L.P.,
its General Partner,
By: Walden Capital Inc.,
its General Partner.




By: Allen Greenberg
Name: Allen Greenberg
Title: Pres

[REDACTED]

[Signature page to Asset Purchase Agreement]

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, 2003 as a division of 9/730,496. | | | |
| United States Application No. 09/780,859, filed February 8, 2001 as a CIP of 09/624,054, published June 13, 2002 as US20020073104. | | | |
| 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, issued November 25, 2003 as 6,654,737. | | | |
| United States Application No. 09/624,054, filed Jul. 24, 2000, issued September 23, 2003 as 6,625,596. | | | |
| United States Application No. 10/668,102, filed September 22, 2003 as a CON of 09/624,054, published June 17, 2004 as US20040117362. | | | |
| Trademarks | | | |
| Style | | Current Form | |
| Centor (logo art) |  |  | Reg. No. 2,879,823 Section 8 & 15 Due 8/31/2010 |
| Centor ("bulls eye") |  | | |
| 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. |