

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Technology, Inc.		02/26/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3577236	ASPEN	
Registration Number:	2473959	ASPEN CHROMATOGRAPHY	
Registration Number:	2473960	ASPEN CUSTOM MODELER	
Registration Number:	3623590	ASPEN FIRED HEATER	
Registration Number:	4009126	ASPEN IMOS	
Registration Number:	2480360	ASPEN ONLINE	
Registration Number:	1990699	ASPEN PLUS	
Registration Number:	2613083	ASPEN PROPERTIES	
Registration Number:	3540609	ASPENONE	
Registration Number:	3325041	ASPENTECH	
Registration Number:	3109591	ASPENTECH	
Registration Number:	2237049	BATCH PLUS	
Registration Number:	2174432	DMCPLUS	
Registration Number:	2099344	ICARUS 2000	
Registration Number:	2279662	INFOPLUS.21	
Registration Number:	2660067		
Registration Number:	2489213		
Serial Number:	86833880	ASPEN ASSET OPTIMIZATION	
Serial Number:	86751373	BLOWDOWN	

CH \$490.00 3577236

CORRESPONDENCE DATA**Fax Number:** 6502515002

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.

Phone: (650) 251-5094**Email:** ksolomon@stblaw.com**Correspondent Name:** Linda M. Nyberg, Esq.**Address Line 1:** Simpson Thacher & Bartlett LLP**Address Line 2:** 2475 Hanover Street**Address Line 4:** Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1965
NAME OF SUBMITTER:	Linda M. Nyberg
SIGNATURE:	/ln/
DATE SIGNED:	03/02/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2016 (this “Agreement”), among Aspen Technology, Inc. (the “Borrower”), the other Domestic Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement, dated as of February 26, 2016, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Collateral Agreement dated as of February 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other Domestic Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Domestic Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the Payment In Full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of any Grantor, any of the foregoing set forth under its name on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

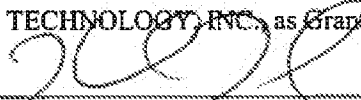
SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASPEN TECHNOLOGY, INC., as Grantor

By: 
Name: Karl E. Johnsen
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASPEN TECHNOLOGY, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name: Justin Kelley
Title: Executive Director

SCHEDULE I

Trademarks/Trade Names Owned by Aspen Technology, Inc.

Registered Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration No.</u>
Aspen Technology, Inc.	ASPEN	3,577,236
Aspen Technology, Inc.	ASPEN CHROMATOGRAPHY	2,473,959
Aspen Technology, Inc.	ASPEN CUSTOM MODELER	2,473,960
Aspen Technology, Inc.	ASPEN FIRED HEATER	3,623,590
Aspen Technology, Inc.	ASPEN IMOS	4,009,126
Aspen Technology, Inc.	ASPEN ONLINE	2,480,360
Aspen Technology, Inc.	ASPEN PLUS	1,990,699
Aspen Technology, Inc.	ASPEN PROPERTIES	2,613,083
Aspen Technology, Inc.	ASPENONE	3,540,609
Aspen Technology, Inc.	ASPENTECH	3,325,041
Aspen Technology, Inc.	ASPENTECH & DESIGN	3,109,591
Aspen Technology, Inc.	BATCH PLUS	2,237,049
Aspen Technology, Inc.	DMC PLUS	2,174,432
Aspen Technology, Inc.	ICARUS 2000	2,099,344
Aspen Technology, Inc.	INFOPLUS.21	2,279,662
Aspen Technology, Inc.	MISCELLANEOUS LEAF DESIGN	2,660,067
Aspen Technology, Inc.	MISCELLANEOUS LEAF DESIGN	2,489,213

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application No.</u>
Aspen Technology, Inc.	ASPEN ASSET OPTIMIZATION	86/833,880
Aspen Technology, Inc.	BLOWDOWN	86/751,373