

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI175338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PolymerFEM, LLC.		02/20/2024	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Company Name:	Ansys, Inc.		
Street Address:	2600 Ansys Dr		
City:	Canonsburg		
State/Country:	PENNSYLVANIA		
Postal Code:	15317		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90000849	POLYMERFEM	
Serial Number:	85454081	MCALIBRATION	
Serial Number:	85315676	POLYUMOD	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	4084572187		
Email:	noel.ng@ansys.com		
Correspondent Name:	Noel Ng		
Address Line 1:	2600 Ansys Drive,		
Address Line 4:	Canonsburg, PENNSYLVANIA 15317		
ATTORNEY DOCKET NUMBER:	PolymerFEM		
NAME OF SUBMITTER:	Noel Ng		
SIGNATURE:	Noel Ng		
DATE SIGNED:	04/18/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of February 20, 2024 (the “Effective Date”) by and between PolymerFEM, LLC, a Massachusetts limited liability company (“Assignor”) and Ansys, Inc., a Delaware corporation (“Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), between Assignor and Assignee. Assignor and Assignee are individually referred to herein as a “Party,” and collectively as the “Parties”. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Intellectual Property Assets, together with all goodwill of the business associated therewith and symbolized thereby, including without limitation the Intellectual Property set forth on Exhibit A hereto (collectively, the “Assigned IP”), and Assignor wishes to assign such right, title and interest in the Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP.

1.1 Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept all of Assignor’s right, title and interest in and to (a) the Assigned IP; (b) all rights to royalties, fees, income, payments, and other proceeds deriving from the Assigned IP; and (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and any other remedies for past, current and future infringement, misappropriation or dilution of the Assigned IP, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. The foregoing assignment of the Assigned IP to Assignee includes an irrevocable waiver of all moral rights of authors in the Assigned IP, if any (to the extent that such rights cannot be assigned to Assignee).

1.2 On and from the Effective Date, the Assigned IP shall become the sole, exclusive and absolute property of the Assignee and the Assignee shall be entitled to use the Assigned IP in the manner it may deem fit. The Assignor hereby acknowledges and agrees that the Assignee shall have the complete freedom and absolute power and authority to use, exploit, sub-assign, license, adapt, modify, in parts or as a whole and to reassign, the Assigned IP for commercial, non-commercial and other purposes, in every and all possible manner and the Assignor shall not have any right or claim of whatsoever nature in respect of the Assigned IP against the Assignee as indicated in Exhibit A.

1.3 The Assignor hereby agree that the Assignor shall not, directly or indirectly, do anything so as to dilute, impair or prejudice any right, title or interest of the Assignee in the Assigned IP or create any right, title or interest therein or thereto which would be adversely affect the rights of the Assignee.

1.4 The Assignor is not aware of any facts or circumstances that would bar the Assignee from doing all or any of the following acts in respect of the Assigned IP:

- (a) to apply for protection / registrations of the Assigned IP under one or more classes;
- (b) to offer for sale the Assigned IP either by itself or in combination with any other rights, technology or other materials;
- (c) to make any changes, modifications, variations or adaptation to or in the Assigned IP;
- (d) to license the Assigned IP to any Person; or
- (e) to further assign or otherwise deal with the Assigned IP in any manner whatsoever.

2. Covenants of the Assignor.

2.1 The Assignor shall not, whether alone or jointly with any other Person or Affiliate, directly or indirectly, after the Effective Date, use the Assigned IP or any other intellectual property, which is/are identical or confusingly similar to any part of the Assigned IP. In particular, the Assignor shall not use or display the Assigned IP or any other word(s) or marks closely resembling the Assigned IP.

2.2 The Assignor shall not at any time on and from the Effective Date claim or purport to claim, directly or indirectly, in any manner whatsoever, any right, title, interest into, over or upon the Assigned IP, and the Assignor hereby declares and confirms that on and from the Effective Date, the Assignee shall be the sole and absolute owner of the Assigned IP.

2.3 On and from the Effective Date, the Assignor shall not dispute the ownership and/or use of the Assigned IP by the Assignee.

2.4 Unless expressly authorized by the Assignee in writing, the Assignor shall not, directly or indirectly, either alone or jointly with any other Person, apply or register the equivalents of or similar to any part of the Assigned IP either in any script or as a trademark, translation or transliteration of any part of the Assigned IP or in any other manner whatsoever or assist any other Person to do any of the foregoing.

2.5 The Assignor acknowledges that each of its undertakings or covenants under this Section 2, is an entirely independent restriction or obligation and is no greater than is reasonably necessary to protect the interests of the Assignee. If any such restriction shall be held void or unenforceable but would be valid if deleted in part or reduced in its application, then that restriction shall apply with such modifications as may be necessary to make it valid and effective. The Assignor agrees that the restrictions contained in this Assignment are reasonable and necessary for the protection of the Assignee's interest in the Assigned IP assigned under this Assignment.

3. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall execute and deliver such further documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns in accordance with the foregoing.
4. Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
6. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
7. Consent to Jurisdiction. THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL EXCLUSIVELY LIE IN THE DELAWARE COURT OF CHANCERY (OR, ONLY IF THE DELAWARE COURT OF CHANCERY DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE STATE OF DELAWARE), AND ANY APPELLATE COURT THEREOF. BY EXECUTION AND DELIVERY OF THIS ASSIGNMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.
8. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts (any one of which may be by any digital imaging device (e.g., .pdf format)) have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.
9. Purchase Agreement Shall Control. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or

obligations of Assignor or Assignee thereunder. In the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern and control in all respects.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

POLYMERFEM, LLC

DocuSigned by:

By: 910289A08E8647D...
Name: Dr. Jorgen Bergstrom
Its: Manager

ASSIGNEE:

ANSYS, INC.

By: _____
Name: Matt Zack
Title: Vice President, Corporate Development
and Global Partnerships

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

POLYMERFEM, LLC

By: _____
Name: Dr. Jorgen Bergstrom
Its: Manager


ASSIGNEE:

ANSYS, INC.

DocuSigned by:
By:  _____
Name: Matt Zack
Title: Vice President, Corporate Development
and Global Partnerships

Exhibit A

Assigned IP

1. Website: www.polymerfem.com
2. YouTube Channel: <https://www.youtube.com/c/PolymerFEM>
3. Trademarks:
 - a. PolymerFEM; Reg. No. 6,585,083; Ser. No. 90000849; Dec. 7, 2021.
 - b. MCalibration; Reg. No 4,403,884; Ser. No. 85454081; Sept. 17, 2013.
 - c. PolyUMod; Reg. No. 4,268,954; Ser. No. 85315676; Jan. 1, 2013.
4. Software:
 - a. MCalibration: Advanced software for material model selection and calibration.
 - b. PolyUMod: Library of non-linear viscoplastic material models for accurate FE simulations.
5. Logo: The logo for PolymerFEM, featuring the word "Polymer" in a bold, sans-serif font, followed by "FEM" in a larger, bold, sans-serif font. The "F" and "E" in "FEM" are enclosed in a square frame.