

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bentley Systems, Incorporated	09/28/2007
RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6847800
Application Number:	10803031
Application Number:	10755412
CORRESPONDENCE DATA	
Fax Number:	(212)508-1450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-705-7768
Email:	brandi.sinkovich@bingham.com
Correspondent Name:	Brandi Sinkovich
Address Line 1:	399 Park Avenue
Address Line 2:	Bingham McCutchen LLP
Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Brandi Sinkovich

OP \$120.00 6847800

Total Attachments: 5
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SUPPLEMENTAL PATENT SECURITY AGREEMENT

This SUPPLEMENTAL PATENT SECURITY AGREEMENT (this "Agreement") is made this 28th day of September, 2007, among BENTLEY SYSTEMS, INCORPORATED, a Delaware corporation, (the "Borrower"), ENTERPRISE SOFTWARE SOLUTIONS, INC., an Alabama corporation ("Enterprise"), BENTLEY SOFTWARE, INC., a Delaware corporation ("Bentley Software" and, together with the Borrower and Enterprise, the "Grantors"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement dated as of September 28th, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement"), by and among the Borrower, the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Borrower, Agent and certain Lenders are party to that certain Loan and Security Agreement, dated as of December 23, 2003 (as previously amended, the "Original Loan Agreement"), which secured the obligations of the Borrower to Agent, for the benefit of the Lender Group and the Bank Product Provider. The Original Loan Agreement has been amended and restated in its entirety by the Loan Agreement as set forth therein and shall remain in full force and effect only as set forth therein;

WHEREAS, to secure the Obligations under the Original Loan Agreement, Enterprise and Bentley Software, among others, executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Security Agreement dated as of December 23, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Security Agreement"); and

WHEREAS, pursuant to the Original Loan Agreement and Original Security Agreement, the Grantors executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Patent Security Agreement dated as of December 23, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Patent Security Agreement") and pursuant to the Original Loan Agreement and Original Security Agreement the Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Agreement with respect to any Patents acquired by the Grantors since the execution of the Original Loan Agreement and Original Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Original Security Agreement and/or the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each of the Grantors hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - (a) all of its Patents and rights in and to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, or extensions or renewals of, and improvements on, the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Original Security Agreement and the Patent Security Agreement. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Original Security Agreement and the Patent Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting such Grantor's obligations under this Section 5, such Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

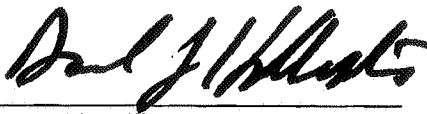
BENTLEY SYSTEMS INCORPORATED,
a Delaware corporation

By: 
Name: David Hollister
Title: Senior Vice President and Chief
Financial Officer

**ENTERPRISE SOFTWARE SOLUTIONS
INC.,**
an Alabama corporation

By: 
Name: David Hollister
Title: Vice President

BENTLEY SOFTWARE, INC.,
a Delaware corporation

By: 
Name: David Hollister
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Supplemental Patent Security Agreement]

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BENTLEY SYSTEMS INCORPORATED,
a Delaware corporation

By: _____
Name: _____
Title: _____

**ENTERPRISE SOFTWARE SOLUTIONS
INC.,**
an Alabama corporation

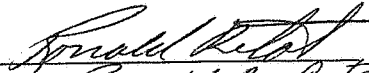
By: _____
Name: _____
Title: _____

BENTLEY SOFTWARE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: Ronald E. Cote
Title: V.P.

[Signature Page to Supplemental Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Grantor	Country	Patent	Application / Patent No.	App/Issue Date
Bentley Systems, Incorporated	United States of America	Method and system for computer based training	10/617694 / 6847800	07/14/03 / 09/14/04

Grantor	Country	Patent	Application / Publication No.	App/Pub Date
Bentley Systems, Incorporated	United States of America	Graphical end conditions for roadway design	10/803031 / 20050210386	03/18/04 / 09/22/05
Bentley Systems, Incorporated	United States of America	Display priority for 2D CAD documents	10/755412 / 20050151755	01/13/04 / 07/14/05