PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mathsoft Engineering & Education, Inc.	10/16/2008

RECEIVING PARTY DATA

Name:	Parametric Technology Corporation
Street Address:	140 Kendrick Street
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11070827

CORRESPONDENCE DATA

Fax Number: (617)227-4420

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

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Correspondent Name: EDWARDS ANGELL PALMER & DODGE LLP

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Address Line 4: BOSTON, MASSACHUSETTS 02205

ATTORNEY DOCKET NUMBER: 66894(220768)

Brian R. Landry

Total Attachments: 5

NAME OF SUBMITTER:

500808425

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PATENT

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PATENT ASSIGNMENT

WHEREAS, Mathsoft Engineering & Education, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having a principal place of business at 140 Kendrick Street, Needham, MA 02494 (hereinafter "Assignor"), is the owner of the entire right, title and interest in and to certain patents and patent applications listed on the Schedule annexed hereto (collectively referred to as the "Patents"); and

WHEREAS, Parametric Technology Corporation, hereinafter "Assignee", a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a principal place of business at 140 Kendrick Street, Needham, MA 02494, is desirous of acquiring all right, title and interest in and to the Patents; and

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Patents, including the right to sue for past infringement, and in and to any and all direct and indirect divisionals, continuations and continuations-in-part of said applications, and any and all Patents in the United States and all foreign countries which may be granted therefore and thereon, and any reissues, reexaminations and extensions of said Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Patents may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to said Patents, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Patents, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Patents, or any proceeding in connection with any Patents in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any divisional, continuation or continuation-in-part of any application for Patents, or any reissue, reexamination or extension of any Patents, to be obtained thereon, is lawful and desirable.

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PATENT REEL: 022403 FRAME: 0388 **AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Patents of the United States to Assignee, as Assignee of said inventions and the Patents to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative on this /6 h day of _0 cto bec____, 2008.

MATHSOFT ENGINEERING & EDUCATION, INC., Assignor

By:

Name: Paul R. McKelvey

Title: Director

PARAMETRIC TECHNOLOGY CORPORATION, Assignee

By:

Name: Aaron C. von Staats

Title: Clerk Secretary

STATE OF	MASSACHUSETTS)
) ss
COUNTY O	F NORFOLK)

On this, the 16th day of October, 2008, before me, a Notary Public, the undersigned officer, personally appeared Paul R. McKelvey, who acknowledged himself to be Director, of **MATHSOFT ENGINEERING & EDUCATION, INC.**, a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

Lauri L. Kelber, Notary Public

[Notarial Seal]

My Commission Expires: September 3, 2015

STATE OF	MASSACHUSETTS)	
) s	s:
COUNTY O	F NORFOLK)	

On this, the 16th day of October, 2008, before me, a Notary Public, the undersigned officer, personally appeared Aaron C. von Staats, who acknowledged himself to be Secretary, of **PARAMETRIC TECHNOLOGY CORPORATION**, a Massachusetts corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

Lauri L. Kelber, Notary Public

[Notarial Seal]

My Commission Expires: September 3, 2015

SCHEDULE

UNITED STATES and INTERNATIONAL PATENTS AND PATENT APPLICATIONS

Case No.	Country	Filing Date	Application No.	Issue Date	Patent No.	Title	
						A METHOD FOR AUTOMATICALLY ENABLING	ENABLING
66894(220768)	SO	02-Mar-2005	11/070,827			TRACEABILITY OF ENGINEERING	
						CALCULATIONS	

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