

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association		11/14/2007	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bentley Systems, Incorporated		
<b>Street Address:</b>	685 Stockton Drive		
<b>City:</b>	Exton		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19341		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2176136	BENTLEY	
<b>Registration Number:</b>	2166970	B BENTLEY	
<b>Registration Number:</b>	2334086	BENTLEY SELECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)508-1450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-705-7768		
<b>Email:</b>	brandi.sinkovich@bingham.com		
<b>Correspondent Name:</b>	Brandi Sinkovich		
<b>Address Line 1:</b>	399 Park Avenue		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Brandi Sinkovich		
<b>Signature:</b>	/brandi sinkovich/		

OP \$90.00 2176136

Date:

11/15/2007

**Total Attachments: 3**

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**TERMINATION AND RELEASE  
OF  
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENCES AGREEMENT**

**TERMINATION AND RELEASE OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES AGREEMENT**, dated as November 14, 2007 by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lender (together with its successors and assigns in such capacity, "Agent"), in connection with that certain Revolving Credit and Security Agreement dated as of December 26, 2000 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") among Bentley Systems, Incorporated (the "Company"), the other Borrowers party thereto, Agent and the other financial institutions party thereto as a Lender. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement.

**WHEREAS**, pursuant to the Loan Agreement, the Agent and the Company entered into a Patents, Trademarks, Copyrights and Licenses Agreement (the "Trademark Agreement") dated as of December 26, 2000, for the purpose of securing payment and performance of the obligations under the Loan Agreement, which Trademark Agreement was recorded on January 17, 2001 with the United States Patent and Trademark Office at Reel 2221, Frame 0625;


**WHEREAS**, pursuant to the Loan Agreement and the Trademark Agreement, the Company granted, assigned, transferred and conveyed to the Agent, by way of collateral security, all of the Trademarks (as defined in the Trademark Agreement) as security for the obligations under the Loan Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, releases, and discharges all of Agent's security interest in the Trademarks listed on Schedule A attached hereto, effective as of the date set forth above.

This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

*[Remainder of this page intentionally left blank.]*

PNC BANK NATIONAL ASSOCIATION., as Agent

By:   
Name: *Brian V. Vesey*  
Title: *Vice President*

SCHEDULE A

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
BENTLEY	2176136	07/28/1998
B BENTLEY and Design	2166970	06/23/1998
BENTLEY SELECT	2334086	03/28/2000