



01-06-2004



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Tab settings

12-30-03

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No. 51270-30

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bentley Systems, Incorporated

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other _____

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: December 23, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal Address: _____

Street Address: One Boston Place, 18th Floor

City: Boston State: MA Zip: 02108

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of California
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached.

B. Trademark Registration No.(s)

See attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Deborah L. Fine
Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104

6. Total number of applications and registrations involved:..... 103

7. Total fee (37 CR 3.41) \$ 2,590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1952 (Referencing 51270-30)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hsiao-Ting Cheng

Name of Person Signing

Signature

December 30, 2003

Date

Total number of pages including cover sheet, attachments, and document: 25

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/05/2004 LMUELLER 00000133 031952 74118352

01 FC:8521 40.00 DA
02 FC:8522 2550.00 DA

va-53849

TRADEMARK
REEL: 002895 FRAME: 0404

Trademark Records By Country 1 Line

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
United States of America							
Bentley Software, Inc.	MICROSTATION	United States of America	74/118352	1698820	Jul 7 1992	9	Registered
Bentley Software, Inc.	MICROSTATION	United States of America	76/225,001	2623891	Sep 24 2002	9,42	Registered
Bentley Software, Inc.	MICROSTATION GEOGRAPHICS	United States of America	75-125876	2141904	Mar 10 1998	9	Registered
Bentley Software, Inc.	MICROSTATION GEOWASTEWATER	United States of America	75-544266	1352720	May 23 2000	9	Registered
Bentley Software, Inc.	MICROSTATION GEOWATER	United States of America	75-543905	2311015	Jan 25 2000	9	Registered
Bentley Software, Inc.	MICROSTATION I/RAS B	United States of America	76/263,865	2624221	Sep 24 2002	9	Registered
Bentley Software, Inc.	MICROSTATION LINK	United States of America	75/257,115	2149215	Apr 7 1998	9	Cancelled
Bentley Software, Inc.	MICROSTATION MASTERPIECE	United States of America	75-312789	2235681	Mar 30 1999	9	Registered
Bentley Software, Inc.	MICROSTATION POWERDRAFT	United States of America	74/580,871	1963854	Mar 26 1996	9	Registered
Bentley Software, Inc.	MICROSTATION SCHEMATICS	United States of America	75/731,289	2472794	Jul 31 2001	9	Registered
Bentley Software, Inc.	MICROSTATION SE	United States of America	75/379,475	2217223	Jan 12 1999	9	Registered
Bentley Software, Inc.	MICROSTATION TELCO	United States of America	75/534,083	2278083	Sep 14 1999	9	Registered
Bentley Software, Inc.	MICROSTATION/J	United States of America	75-379717	2259966	Jul 6 1999	9	Registered
Bentley Software, Inc.	TMC THE MICROSTATION	United States of	75/073841	2152889	Apr 21 1998	41	Registered

**COMMUNITY &
Design** America

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Trademark Records By Country 1 Line

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
United States of America							
Infrasoft Corporation	ARENium	United States of America	76314346			9,16	Pending
Infrasoft Limited	INFRAsoft	United States of America	75/641,402			9,16,41,42	Pending
Infrasoft Limited	INTEROPERABLE DATABASE Logo	United States of America	75641427	2691277	Feb 25 2003	9	Registered
Infrasoft Limited	MX Device	United States of America	75/641,626	2574117	May 28 2002	9	Registered
Infrasoft Limited	MXRAIL	United States of America	75/641,403	2565612	Apr 30 2002	9	Registered
Infrasoft Limited	MXRENEW	United States of America	75/641,627	2579199	Jun 11 2002	9	Registered
Infrasoft Limited	MXROAD	United States of America	75/641,425	2592022	Jul 9 2002	9	Registered
Infrasoft Limited	MXSITE	United States of America	75/641,426	2579197	Jun 11 2002	9	Registered

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Trademark Records By Country 1 Line

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
United States of America							
Rebis	AUTOPIPE	United States of America	73/708,904	1503746	Sep 13 1988	9	Registered
Rebis	AUTOPLANT	United States of America	73/747,687	1553549	Aug 29 1989	9	Registered
Rebis	AUTOPLANT STRUCTURAL ADX	United States of America	76/341,992			9	Pending
Rebis	AUTOSTEEL	United States of America	73/708,903	1503745	Sep 13 1988	9	Registered
Rebis	PLANTLIFE	United States of America	74/617,640	1942678	Dec 19 1995	9	Registered
Rebis	PLANTWORLD	United States of America	75/121,061	2189736	Sep 15 1998	9	Registered
Rebis	R REBIS and Design	United States of America	74/617644	1950916	Jan 23 1996	9	Registered
Rebis	REBIS	United States of America	74/594,841	2016228	Nov 12 1996	9	Registered
California							
Rebis	AUTOPIPE	California		76302	Mar 18 1985	38	Registered

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Trademark Records By Country 1 Line

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
United States of America							
Bentley Systems, Incorporated	ACCUDRAW	United States of America	74/580,866	1996090	Aug 20 1996	9	Registered
Bentley Systems, Incorporated	ACCUSNAP	United States of America	76/353,009	2666167	Dec 24 2002	9	Registered
Bentley Systems, Incorporated	ACTIVEASSET INQUIRER	United States of America	75/236,326	2224699	Feb 16 1999	9	Registered
Bentley Systems, Incorporated	ATLANTECH SOLUTIONS	United States of America	76/225,173	2651348	Nov 19 2002	42	Registered
Bentley Systems, Incorporated	B BENTLEY and Design	United States of America	75/091,824	2059131	May 6 1997	9	Registered
Bentley Systems, Incorporated	B BENTLEY and Design	United States of America	75/194/285	2166970	Jun 23 1998	41,42	Registered
Bentley Systems, Incorporated	BENTLEY	United States of America	75/091,455	2,115,287	Nov 25 1997	9	Registered
Bentley Systems, Incorporated	BENTLEY	United States of America	75-194284	2176136	Jul 28 1998	41,42	Registered
Bentley Systems, Incorporated	BENTLEY CONTINUUM	United States of America	75/654,679	2332104	Mar 21 2000	42	Registered
Bentley Systems, Incorporated	BENTLEY DIRECTLINK	United States of America	75/264,318	2250786	Jun 8 1999	42	Registered
Bentley Systems, Incorporated	BENTLEY SELECT	United States of America	75/156,525	2334086	Mar 28 2000	35,42	Registered
Bentley Systems, Incorporated	CIVILPAK	United States of America	75/603,271	2390411	Sep 26 2000	9	Registered
Bentley Systems, Incorporated	DGN	United States of America	78/314,405			9,35,42	Pending
Bentley Systems, Incorporated	DIGITAL PRINT ROOM	United States of	76/067,814	2,619,619	Sep 17 2002	9	Registered

		America					
Bentley Systems, Incorporated	DYNAMIC ANIMATOR	United States of America	75/797,325	2438167	Mar 27 2001	9	Registered
Bentley Systems, Incorporated	EEM ACCESS	United States of America	75/692152	2489549	Sep 11 2001	35	Registered
Bentley Systems, Incorporated	ENGINEERING LINKS	United States of America	75/157,993	2131466	Jan 20 1998	9	Registered
Bentley Systems, Incorporated	ENGINEERING THE FUTURE TOGETHER	United States of America	75/239,671	2146163	Mar 24 1998	35,41,42	Registered
Bentley Systems, Incorporated	ENTERPRISE NAVIGATOR	United States of America	75/319,118	2364889	Jul 4 2000	9	Registered
Bentley Systems, Incorporated	GEOADDRESS	United States of America	76616761	2,579,165	Jun 11 2002	9	Registered
Bentley Systems, Incorporated	GEOCGM PLUS	United States of America	75/543,702	2390852	Oct 3 2000	9	Registered
Bentley Systems, Incorporated	GEODYNSEG	United States of America	75/523,238	2297801	Dec 7 1999	9	Registered
Bentley Systems, Incorporated	GEOOUTLOOK	United States of America	75/316,977	2178397	Aug 4 1998	9	Registered
Bentley Systems, Incorporated	GEOPARCEL	United States of America	75/602,910	2388587	Sep 19 2000	9	Registered
Bentley Systems, Incorporated	GEOSCRIPTS	United States of America	76/005,820	2678642	Jan 21 2003	9	Registered
Bentley Systems, Incorporated	GEOSOURCE	United States of America	75/298,390	2221231	Feb 2 1999	42	Registered
Bentley Systems, Incorporated	GEOTRANSPORT	United States of America	75/716,427	2338539	Apr 4 2000	9	Registered
Bentley Systems, Incorporated	Globe Design	United States of America					Registered
Bentley Systems, Incorporated	ICONS and Design	United States of America	75/245,024	2158547	May 19 1998	35,41,42	Registered

Bentley Systems, Incorporated	INRAIL	United States of America	74/194,280	1881192	Feb 28 1995	9	Registered
Bentley Systems, Incorporated	INROADS	United States of America	75/244,133	2138828	Feb 24 1998	9	Registered
Bentley Systems, Incorporated	INTEGRATED WORKPLACE	United States of America	75438007	2305358	Jan 4 2000	9	Registered
Bentley Systems, Incorporated	INTELLITRIM	United States of America	75/157,994	2162710	Jun 2 1998	9	Registered
Bentley Systems, Incorporated	INTERFERENCE MANAGER	United States of America	75/319,709	2,570,451	May 14 2002	9	Registered
Bentley Systems, Incorporated	INTERPLOT	United States of America	74/316,144	1771253	May 18 1993	9	Registered
Bentley Systems, Incorporated	ISOEXTRACTOR	United States of America	76/263,765	2739580	Jul 22 2003	9	Registered
Bentley Systems, Incorporated	J (Stylized)	United States of America	75/655,619	2439967	Apr 3 2001	9	Registered
Bentley Systems, Incorporated	JSPACE	United States of America	75/041,489	2177750	Aug 4 1998	9	Registered
Bentley Systems, Incorporated	MDL	United States of America	75/111,833	2065011	May 27 1997	9	Registered
Bentley Systems, Incorporated	MODELSERVER	United States of America	75/179,020	2219401	Jan 19 1999	9	Registered
Bentley Systems, Incorporated	MODELSERVER CONTINUUM	United States of America	75/198,117	2243199	May 4 1999	9	Registered
Bentley Systems, Incorporated	MODELSERVER DISCOVERY	United States of America	75/376,820	2225454	Feb 23 1999	9	Registered
Bentley Systems, Incorporated	MODELSERVER IMAGER	United States of America	75379486	2304653	Dec 28 1999	9	Registered
Bentley Systems, Incorporated	MODELSERVER LOGO	United States of America	75/325,242	2299215	Dec 14 1999	9	Registered
Bentley Systems, Incorporated	MODELSERVER PUBLISHER	United States of America	75/198118	2174368	Jul 21 1998	9	Registered

Bentley Systems, Incorporated	MODELSERVER TEAMMATE	United States of America	75/199,004	2243202	May 4 1999	9	Registered
Bentley Systems, Incorporated	MOLDDESIGN	United States of America	75/157,991	2246758	May 18 1999	9	Registered
Bentley Systems, Incorporated	OPEN DGN	United States of America	75/603,319			9,35,42	Pending
Bentley Systems, Incorporated	PLANTSPACE	United States of America	75/026,167	2,058,387	Apr 29 1997	9	Registered
Bentley Systems, Incorporated	POPSET	United States of America	75/931,503	2531369	Jan 22 2002	,9	Registered
Bentley Systems, Incorporated	POWERARCHITECT	United States of America	75/422,799	2245780	May 18 1999	9	Registered
Bentley Systems, Incorporated	POWERSCOPE	United States of America	75/135644	2200885	Nov 3 1998	9	Registered
Bentley Systems, Incorporated	PROJECT REVIEW	United States of America	75808746	2499207	Oct 16 2001	9	Registered
Bentley Systems, Incorporated	PROJECTBANK	United States of America	75574922	2464253	Jun 26 2001	9	Registered
Bentley Systems, Incorporated	PROJECTWISE	United States of America	75/523,772	2283126	Oct 5 1999	9,42	Registered
Bentley Systems, Incorporated	QUICKVISION	United States of America	75/073,837	2069083	Jun 10 1997	9	Registered
Bentley Systems, Incorporated	RASTER MANAGER	United States of America	76/189,274	2667383	Dec 24 2002	9	Registered
Bentley Systems, Incorporated	REPROGRAPHICS	United States of America	75/073,838	2149692	Apr 7 1998	9	Registered
Bentley Systems, Incorporated	SCHEDULE SIMULATOR	United States of America	75/319121	2344153	Apr 18 2000	9	Registered
Bentley Systems, Incorporated	SELECT	United States of America	76/273,535	2717065	May 20 2003	35,42	Registered

Bentley Systems,

United

Incorporated	SELECT CSP	States of America	75/213,670	2320000	Feb 22 2000	42	Registered
Bentley Systems, Incorporated	SELECT STREAM	United States of America	75/238,985	2123936	Dec 23 1997	42	Registered
Bentley Systems, Incorporated	SELECTCAD	United States of America	75/610,697	2365932	Jul 11 2000	9	Registered
Bentley Systems, Incorporated	SELECTSERVER	United States of America	75551598	2591942	Jul 9 2002	9	Registered
Bentley Systems, Incorporated	SMARTLINE	United States of America	74/580,868	1970919	Apr 30 1996	9	Registered
Bentley Systems, Incorporated	SMARTSOLID	United States of America	75/530,701	2281431	Sep 28 1999	9	Registered
Bentley Systems, Incorporated	SMARTSURFACE	United States of America	75523237	2350843	May 16 2000	9	Registered
Bentley Systems, Incorporated	SPATIALDATA	United States of America	74-501878	1894900	May 23 1995	9	Registered
Bentley Systems, Incorporated	STORMWORKS	United States of America	75/428,832	2330765	Mar 21 2000	9	Registered
Bentley Systems, Incorporated	STREAMPLOT	United States of America	75/603,262	2316277	Feb 8 2000	9	Registered
Bentley Systems, Incorporated	TRIFORMA	United States of America	75/194,283	2114056	Nov 18 1997	9	Registered
Bentley Systems, Incorporated	VIZCENTER	United States of America	76/126,848	2535994	Feb 5 2002	42	Registered
Bentley Systems, Incorporated	WORKPLACE	United States of America	75/278284	2174690	Jul 21 1998	9	Registered

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TRADEMARK SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN

as Grantors,

and

WELLS FARGO FOOTHILL, INC.,

as the Arranger and Administrative Agent

Dated as of December 23, 2003

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Schedule I - Trademark Registrations and Applications

Schedule II - Licenses

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated December 23, 2003, made by the Persons listed on the signature page hereof under the caption "Grantors" (collectively, the "Grantors" and each, a "Grantor"), to WELLS FARGO FOOTHILL, INC., as arranger and administrative agent (in such capacities, the "Agent") for the lenders (the "Lenders") pursuant to the Loan and Security Agreement (defined below). Capitalized terms not defined herein shall have the meaning given them in the Loan and Security Agreement (defined below).

PRELIMINARY STATEMENTS.

(1) Bentley Systems, Inc., a Delaware corporation, has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Lenders and the Agent.

(2) Each of REBIS, a California corporation, INFRASOFT CORPORATION, a Delaware corporation, INFRASOFT NORTH AMERICA, INC., a Massachusetts corporation, INFRASOFT INTERNATIONAL, INC., a Delaware corporation, ENTERPRISE SOFTWARE SOLUTIONS, INC., an Alabama corporation and BENTLEY SOFTWARE, INC., a Delaware corporation (collectively, the "Guarantors" and each individually, a "Guarantor") has entered into a Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), in favor of the Agent (together with any successor(s) thereto in such capacity).

(3) Each of the Guarantors has entered into a Guarantor Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantor Security Agreement"), in favor of the Agent (together with any successor(s) thereto in such capacity).

(4) It is a condition precedent to the making of the initial Advance by the Lenders under the Loan Agreement (or any other extension of credit provided for thereunder) that each of the Grantors shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises of and in order to induce the Lenders to make the initial Advance (or otherwise extend credit) under the Loan Agreement, each of the Grantors hereby agrees with the Agent for its benefit and the ratable benefit of the Lenders (the Agent and the Lenders collectively referred to herein as, the "Secured Parties") as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby assigns, pledges and grants to the Agent for its benefit and the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark

registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof (which the Grantors may amend from time to time, provided that notice and copies thereof are promptly provided to the Agent), and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by the Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment, pledge and grant of a security interest in the Trademark Collateral by each of the Grantors pursuant to this Agreement secures the prompt repayment of any and all of the obligations of such Grantor now or hereafter existing under the Loan Documents, if any, whether for principal, interest, fees, expenses or otherwise (all such obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the repayment of all amounts that constitute part of the Secured Obligations and would be owed by the Grantors to the Secured Parties under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Agent or any Secured Party or the Grantors.

SECTION 3. The Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release the Grantors from any of their duties or obligations under the contracts and agreements included in the Trademark Collateral and (c) neither the Agent nor the Secured Parties shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Agent nor any Secured Party be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties.

(a) The representations and warranties agreed to by each of the Grantors in Sections 5.9 and 5.16 of the Loan Agreement and Sections 3.7 and 3.9 of the Guarantor Security Agreement, as applicable, with respect to certain Intellectual Property Rights are hereby incorporated herein by reference and shall apply to the Trademark Collateral.

(b) Each Grantor represents and warrants as to itself and its Trademark Collateral as follows: No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party, as applicable, is required either (A) for the grant by such Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and any other applicable procedure, regulation or law of any foreign jurisdictions in which Trademarks are used, and the filing with the U.S. Patent and Trademark Office of any other document or notice of similar effect, which financing statements, filings and other documents have been or will be duly filed, or (C) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement.

SECTION 5. Further Assurances. (a) The Grantors shall from time to time, at their expense, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that any Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, the Grantors will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as the Agent, in its Permitted Discretion, deems necessary or desirable, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto (including, without limitation, by recording this Agreement with the U.S. Patent and Trademark Office) relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor agrees that, should it obtain an ownership or any other interest in any trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or application for trademark or

service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership or other interest in any trademark or service mark registration or license thereof, or application for trademark or service mark registration that such Grantor should obtain, it shall give written notice thereof as required by the Loan Agreement. Each Grantor authorizes the Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark or service mark registration or application for trademark or service mark registration or License, which becomes part of the Trademark Collateral under this Section.

(d) Each Grantor shall deliver to the Agent all statements, reports and other information required by Section 6.2 of the Loan Agreement in accordance with the terms and conditions thereof, including, without limitation, according to the schedule for delivery set forth therein.

(e) The covenants agreed to by each of the Grantors with respect to certain Intellectual Property Rights, in Section 6.16 of the Loan Agreement or Section 4.8 of the Guarantor Security Agreement, as applicable, are hereby incorporated herein by reference and shall apply to the Trademark Collateral.

SECTION 6. Transfers and Other Liens. The Grantors shall not, (a) except as may be permitted under the Loan Agreement, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Liens.

SECTION 7. The Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantors under Section 11.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing and if the Agent has taken or is taking remedial actions in respect of the Collateral that is Inventory or Accounts:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Trademark Collateral) and also may (i) require the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Agent and make them available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Grantors shall supply to the Agent or its designee the Grantors' know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and the Grantors' customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the

extent notice of sale shall be required by applicable law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11) in whole or in part by the Agent for the ratable benefit of the Secured Parties against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of the Grantors under or otherwise in respect of the Trademark Collateral.

(d) All payments received by the Grantors under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent-Related Persons, the Lender-Related Persons, the Bank Product Provider and the Participants (each, an "Indemnified Party") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from an Indemnified Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Grantors will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Agent or the Secured Parties hereunder or (iv) the failure by the Grantors to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, in the case of an amendment, by the Grantors and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent

to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. Any communications between the parties hereto or notices provided herein to be given shall be sent in accordance with the provisions of, and to the addresses set forth in, Section 12 of the Loan Agreement, and if to any Guarantor that is not a party to the Loan Agreement, to the address set forth for the Borrower in Section 12 of the Loan Agreement.

SECTION 14. Continuing Security Interest; Assignments Under the Loan Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, (b) be binding upon the Grantors, their successors and assigns and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent and any Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the Loan Agreement, to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Agent or such Secured Party herein or otherwise, in each case as provided in Section 14 of the Loan Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory and grants of non-exclusive licenses, in each case, in the ordinary course of business), the Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, that the Grantors shall have delivered to the Agent, at least five (5) Business Days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by the Grantors to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Agent may request.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, the pledge, assignment, and security interest granted hereby shall terminate and all rights to the Trademark Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the Grantors. Upon any such termination, the Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 16. Governing Law; Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE

RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401). Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTORS AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 17.

SECTION 18. Waiver of Jury Trial. GRANTORS AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTORS AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.


SECTION 20. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

[SIGNATURE PAGES TO FOLLOW]

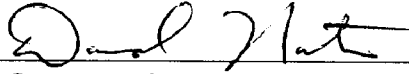
IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

GRANTORS:


BENTLEY SYSTEMS, INCORPORATED,
a Delaware corporation, as a Grantor,

By: 
Name: David Nation
Title: SVP


REBIS,
a California corporation, as a Grantor,

By: 
Name: David Nation
Title: VP

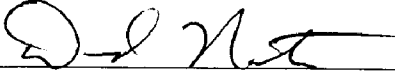
INFRA SOFT CORPORATION,
a Delaware corporation, as a Grantor,

By: 
Name: David Nation
Title: VP

INFRA SOFT NORTH AMERICA, INC.,
a Massachusetts corporation, as a Grantor,

By: 
Name: David Nation
Title: VP

INFRA SOFT INTERNATIONAL, INC.,
a Delaware corporation, as a Grantor,

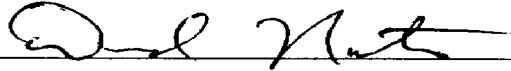
By: 
Name: David Nation
Title: VP

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT


ny-545066

TRADEMARK
REEL: 002895 FRAME: 0424

ENTERPRISE SOFTWARE SOLUTIONS, INC.,
a Alabama corporation, as a Grantor,

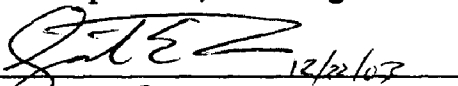
By: 
Name: *David Nation*
Title: *VP*

BENTLEY SOFTWARE, INC.
a Delaware corporation, as a Grantor,

By: 
Name: *David Nation*
Title: *VP*

Agreed and consented to as of
the date first above written:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Arranger and Administrative Agent

By:  12/22/03
Title: VP

SIGNATURE PAGE FOR THE TRADEMARK SECURITY AGREEMENT

ny-545066

TRADEMARK
REEL: 002895 FRAME: 0426

SCHEDULE I:

TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached.

SCHEDULE II

LICENSES

None.