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OPR/FINANCE

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Pamela A. Payne

02-01-2000



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December 13, 1999

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

### Re: Recordation of Assignment of Trademarks

Dear Commissioner:

Please find enclosed the Assignment of Trademarks executed October 27, 1999, by Intergraph Corporation, One Madison Industrial Park, Huntsville, Alabama, 35894, the "Assignor," and Z/I Imaging Corporation, 301 Cochran Road, Suite 9, Huntsville, Alabama, 35824, the "Assignee"(the "Agreement"). The Agreement assigns the following Intergraph Corporation trademark:

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ImageStation	Application Pending	75/612,349

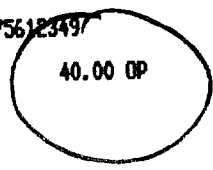
Also find enclosed a check in the amount of \$ 40.00 to cover the fees for recording this instrument against the trademark listed above. To the best of my knowledge and belief, the foregoing information is true and correct, and the document enclosed is a true copy of the original agreement. Should you have any questions or need additional information regarding recordation, please contact me at the above address. Thank you for your assistance with this matter.

Sincerely,

Pamela A. Payne

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DEC 29 1999  
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Enclosure

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Intergraph Corporation, a Delaware corporation with its principal offices in Huntsville, Alabama ("**Assignor**"), Carl Zeiss B.V., an entity organized and existing under the laws of the Netherlands, Carl Zeiss, Inc., a New York corporation, Carl-Zeiss-Stiftung, doing business as Carl Zeiss, an entity organized and existing under the laws of Germany, Z/I Imaging Corporation, a Delaware corporation with its principal offices in Huntsville, Alabama ("**Assignee**"), and Z/I Imaging GmbH, an entity organized and existing under the laws of Germany (collectively, the "**Formation Agreement Parties**"), have entered into that certain Formation Agreement as of September 30, 1999 (the "**Formation Agreement**"), pursuant to which Assignee has been formed for the purpose of engaging in the Z/I Imaging Field of Activity (as that term is defined in the Formation Agreement); and

WHEREAS, pursuant to the Formation Agreement, Assignor has agreed, among other things, to sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest in and to the Acquired PGIS Assets (as that term is defined in the Formation Agreement); and

WHEREAS, included among the Acquired PGIS Assets are the trademarks identified on Schedule A to this Assignment (the "**Trademarks**");

NOW, THEREFORE, in consideration of the foregoing premises, the respective acts and promises of the parties set forth below, the performances contemplated by the Formation Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

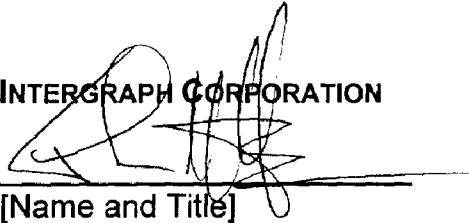
1. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the Trademarks, together with any goodwill associated therewith, registrations and pending registration applications therefor, and any renewals or extensions thereof. In furtherance of the foregoing assignment, Assignor covenants to execute all additional instruments and to do all things necessary for carrying out the purpose of this instrument, at the expense of Assignee or its successors.
2. With respect to the Trademarks, (i) the sole purpose of this Assignment is to effect the purposes contemplated by the Formation Agreement, and fulfill certain of the

agreements of the Formation Agreement Parties with respect to the Trademarks; (ii) except as expressly set forth herein, this Assignment shall not, and is not intended to, create any new or additional obligations of the Formation Agreement Parties, or amend, supplement, alter or modify the respective rights and obligations of the Formation Agreement Parties, either under the Formation Agreement or in connection with the transactions contemplated thereby; and (iii) except as otherwise expressly warranted by Assignor under the Formation Agreement, the Trademarks are assigned AS IS, WHERE IS, AND WITH ALL FAULTS, and Assignor shall have no liability to Assignee with respect to the Trademarks.

3. Notwithstanding any other provision of the Assignment, under no circumstances shall this assignment constitute or be deemed an assignment of any Non-Assignable Rights, as that term is defined in the Formation Agreement.

IN WITNESS WHEREOF, Assignor has on this 29<sup>TH</sup> day of October, 1999 caused these presents to be executed by its duly authorization representative.

INTERGRAPH CORPORATION

  
[Name and Title]

JOHN W. WILHITE  
EXECUTIVE VICE PRESIDENT

Understood, Acknowledged, and Agreed:

Z/I IMAGING CORPORATION

  
[Name and Title]

LEWIS N. GRAHAM  
CEO

STATE OF ALABAMA        )  
                                  )  
COUNTY OF Jefferson  )

I, Anne-Marie Ellis Myers, a Notary Public in and for said County in said State, hereby certify that John W. Wilhoite, whose name as Executive Vice President of Intergraph Corporation, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 27th day of October, 1999.

Anne-Marie Ellis Myers  
Notary Public

My commission expires: 7/29/2003

SCHEDULE A

ASSIGNED TRADEMARKS

ImageStation (U.S. Reg. App. Pending (Serial No. 75612349))

ImageStation Z

ImageStation SSK

PhotoScan

PhotoScan TD

ScanServer

ImageServer

ImagePipe

I/Parcel

"Simply the Best"

"Why Settle for Less?"