

09-20-2000

DEPARTMENT OF COMMERCE

RECC



Patent and Trademark Office
Docket No. 44518-1

101463611

9.1.00

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

1. Name of conveying party(ies):
Intergraph Corporation

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

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

2. Name and address of receiving party(ies):

Name: 3Dlabs Inc. Ltd. SEP 1 2000
 Internal Address: c/o USA - 3Dlabs Inc.
 Street Address: 480 Potrero Avenue
 City: Sunnyvale, CA 94086

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-Country: Bermuda
- Other: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: July 21, 2000

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

75/574,715 and 75/574,716

B. Registration No.(s)

2,235,667 and 2,034,436

Additional numbers attached? Yes No

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

Jennifer Lee Taylor
 Morrison & Foerster LLP
 425 Market Street
 San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved:4

7. Total fee (37 C.F.R. § 3.41): \$115.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 44518-1

8. Deposit account number: 03-1952

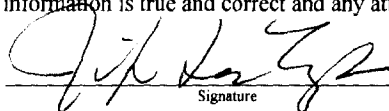
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Jennifer Lee Taylor



 Signature

August 29, 2000

Date

Total number of pages comprising cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

09/18/2000 DMSJYEN 00009634 75574715

01 FC:481
02 FC:482 33562

40.00 OP
75.00 OP

ASSIGNMENT

Whereas Intergraph Corporation, a Delaware corporation (the "ASSIGNOR") and 3Dlabs Inc. Ltd., a corporation organized under the laws of Bermuda (the "ASSIGNEE") have entered into an Asset Purchase Agreement dated as of April 7, 2000 (the "Purchase Agreement"), providing for, among other things, the sale by ASSIGNOR of assets to ASSIGNEE.

Whereas, ASSIGNOR is the owner of the entire right, title, and interest in and to the United States trademark registrations and/or applications for the trademarks listed on Schedule 1 attached hereto and of the trademarks covered thereby, together with the accompanying goodwill in that portion of the business represented and symbolized by the trademarks.

Whereas ASSIGNEE is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said trademark registrations and/or applications, trademarks, the accompanying goodwill in that portion of the business represented and symbolized by said trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE all right, title and interest in and to said trademarks, together with the accompanying goodwill in that portion of the business represented and symbolized by said trademarks, the registrations and/or applications for said trademarks, all common law rights in said trademarks, and the right to register, renew, protect and defend said trademarks and to sue for past infringements of said trademarks.

The ASSIGNOR agrees to cooperate with ASSIGNEE for it to record this Assignment in the United States Patent & Trademark Office.

Nothing in this assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its authorized officer effective as of the 21st day of July, 2000.

Intergraph Corporation

By: 

Name: Eric W. Wilhoite

Title: Exec Vice President

SCHEDULE 1

U.S. Trademarks

Registered Trademarks

<u>Mark</u>	<u>U.S. Reg. Serial No.</u>	<u>Reg. Date</u>
Intense3D	2,235,667	3/30/99
AutoGL	2,034,436	1/28/97

Trademark Applications

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
SuperScene	75/574,715	10/23/98
ParaScale	75/574,716	10/23/98

Common Law Trademarks

EDGE
EDGE II
EDGE II+
EDGE III
GT*
GT+*
GTII*

GLZ
GLI
GLZI
GLZI-T
GLZ2
GLZ3
GLZ4
GLZ5
GLZ6

DirectBurst
Realize
Realize Schematic
Geospatial Resource Management
GeoWeatherStation

RealizM
Intense 3D (Name Search for ICS' Graphics Division)
Georail

RealizM II
RealizM Z13
RealizMZ25
RealizMV25
RealizmZX13
RealizmZX25
RealizmVX25
RealizmVX113
RealizmVX113A

I3D
Intense3D100
Intense3D200
Intense3D Voodoo
Intense3D Pro
Intense3D Pro 1000
Intense3D Pro 2200
Intense3D Pro 2200S
Intense3D Pro 3400
Intense3D Pro 3410

Wildcat
Wildcat 3510
Wildcat 4105
Wildcat 4000
Wildcat 4110
Wildcat 4110-PCI
Wildcat 4110-VIO
Wildcat 4110-PRO
Wildcat 4210
Wildcat 4210 VIO
Wildcat 5110
Wildcat 5210
Wildcat 5410

RenderGL

* Intergraph may continue to use these trademarks in its TDZ 2000 GT trademark.

ACKNOWLEDGEMENT

STATE OF California)
) ss.
COUNTY OF Santa Clara)

On July 21, 2000, before me, the undersigned notary public in and for said County and State, personally appeared John N. Wilhoite,

personally known to me [or]
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that, by his/her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Christine A. Regan
My commission expires on
May 7, 2002

