

09-28-2000



101475204

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 9-18-00
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

09/28/2000 JJALLAH2 00000009 1611106

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,611,106"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

V.T. Giordano  
Name of Person Signing

*V.T. Giordano*  
Signature

August 25, 2000  
Date Signed

## ASSIGNMENT OF TRADEMARK

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

WHEREAS, included among the U.S. CZPD Assets is the trademark identified on Schedule A to this Assignment (the "Trademark");

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 Trademark, 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 Trademark, (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 Trademark; (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 Trademark is assigned AS IS, WHERE IS, AND WITH ALL

FAULTS, and Assignor shall have no liability to Assignee with respect to the Trademark.

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.

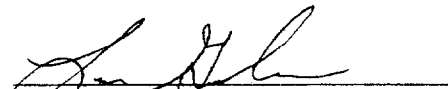
IN WITNESS WHEREOF, Assignor has on this 27<sup>th</sup> day of October, 1999 caused these presents to be executed by its duly authorized representative.

**CARL ZEISS, INC.**

  
Name: James J. Kelly  
Title: President & CEO

Understood, Acknowledged, and Agreed:

**Z/I IMAGING CORPORATION**

  
Name: Lewis N. Graham  
Title: CEO

6:

6

SCHEDULE A

Description of Trademark

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Date</b>	<b>Description of Trademark</b>
CADMAP®	U.S.	1,611,106	8/28/90	Relating to computer software for use in the field of drafting map drawing and photogrammetry

62

63

64

65

66

67

6