

11-16-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101518470

11/2/00

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

Submission Type

- New
- 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
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

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

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11/14/2000 MTHAI: 00000357 75574715

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002175 FRAME: 0464

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Lawrence G. Townsend, Esq.

Address (line 1) Owen, Wickersham & Erickson, P.C.

Address (line 2) 455 Market Street

Address (line 3) 19th Floor

Address (line 4) San Francisco, California 94105

Correspondent Name and Address

Area Code and Telephone Number (415) 882-3200

Name Lawrence G. Townsend, Esq.

Address (line 1) Owen, Wickersham & Erickson, P.C.

Address (line 2) 455 Market Street

Address (line 3) 19th Floor

Address (line 4) San Francisco, California 94105

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 4

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)

75/574,715 75/574,716

2,235,667 2,034,436

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00

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.

Lawrence G. Townsend, Esq.

10/30/00

Name of Person Signing

Signature

Date Signed

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.

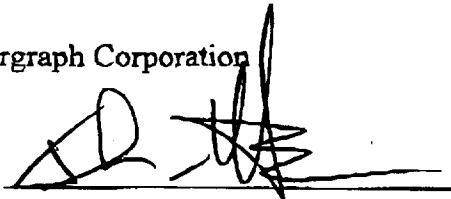
The ASSIGNOR agrees to cooperate with ASSIGNEE for it to record this Assignment in the United States Patent & Trademark Office.

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: DON W. WILHITE

Title: Executive 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 W. 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

