

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc. (formerly known as Foothill Capital Corporation)		12/22/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Intergraph Corporation
Street Address:	Mailstop: IW2008
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35894
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2073200	FRAMEWORKS
Registration Number:	1962313	GEOMEDIA
Registration Number:	2230377	GEODEX
Registration Number:	1422564	INTERACT
Registration Number:	1624043	INTERGRAPH
Registration Number:	1727288	INTERGRAPH
Registration Number:	2186300	SMARTPLANT
Registration Number:	1925277	SMARTSKETCH

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: ksolomon@stblaw.com

OP \$215.00 2073200

Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
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ATTORNEY DOCKET NUMBER:

041945/0052

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

01/11/2007

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 22, 2006, from WELLS FARGO FOOTHILL, INC. (formerly known as FOOTHILL CAPITAL CORPORATION), a California corporation, with its principal place of business located at 2450 Colorado Avenue, Suite 3000, West Santa Monica, CA 90404, as Secured Party (the "Secured Party") to INTERGRAPH CORPORATION, a Delaware corporation ("Debtor").

WITNESSETH:

WHEREAS, pursuant to the Loan And Security Agreement, dated as of December 20, 1996 and amended and restated on November 30, 1999, between the Debtor and the Secured Party (the "Loan Agreement"), a security interest (the "Security Interest") was granted by the Debtor to the Secured Party in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Amended and Restated Trademark Security Agreement, dated as of November 30, 1999, between the Secured Party and the Debtor (the "Trademark Security Agreement"), the Debtor, by reference to the Loan Agreement, reaffirmed its intent to grant a Security Interest to the Secured Party specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 16, 1999, at Reel 2001 and Frame 0256; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Loan Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Loan Agreement and the Trademark Security Agreement.

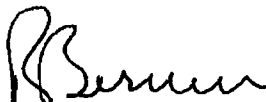
2. Release of Security Interest. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO FOOTHILL, INC.
as Secured Party

By: 
Name: ROBERT BERNIER
Title: VP

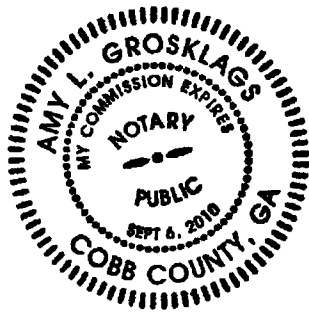
STATE OF Georgia)
COUNTY OF Fulton)

ss.:

On this 22 day of December, 2006, before me personally appeared Robert Bernier to me known who, being by me duly sworn, did depose and say that he/she is VP of WELLS FARGO FOOTHILL, INC., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by WELLS FARGO FOOTHILL, INC.

Amy L. Grosklags
Notary Public

(Affix Seal Below)



Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
FRAMEWORKS	75/004,801	2,073,200
GEOMEDIA	74/483,556	1,962,313
GEODEX	75/388,450	2,230,377
INTERACT	73/436,742	1,422,564
INTERGRAPH	73/760,721	1,624,043
INTERGRAPH & Design	74/246880	1,727,288
SMARTPLANT	75/072,375	2,186,300
SMARTSKETCH	74/594,709	1,925,277