

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTERGRAPH HOLDING COMPANY (F/K/A COBALT HOLDING COMPANY)		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH CORPORATION		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH EUROPEAN MANUFACTURING, LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
M & S COMPUTING INVESTMENTS, INC.		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH DISC, INC.		10/14/2009	CORPORATION: DELAWARE
WORLDWIDE SERVICES, INC.		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH (ITALIA), LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
INTERGRAPH ASIA PACIFIC, INC.		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH CHINA, INC.		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH SERVICES COMPANY		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH DC CORPORATION-SUBSIDIARY 3		10/14/2009	CORPORATION: DELAWARE
Z/I IMAGING CORPORATION		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH PP&M US HOLDING, INC.		10/14/2009	CORPORATION: DELAWARE
INTERGRAPH TECHNOLOGIES COMPANY		10/14/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	301 SOUTH COLLEGE STREET		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		

CH \$40.00 77808185

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77808185	CYBERSECUREBYDESIGN

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Jordan Altman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP - IP Docketing  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/12217
NAME OF SUBMITTER:	JORDAN ALTMAN
Signature:	/JORDAN ALTMAN/
Date:	11/11/2009

**Total Attachments: 20**

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## SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Second-Lien IP Security Agreement"), dated as of October 14, 2009, among the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second-Lien Security Agreement, dated as of November 29, 2006 (the "Second-Lien Security Agreement"), among INTERGRAPH HOLDING COMPANY (f/k/a COBALT HOLDING COMPANY), a Delaware corporation ("Holdings"), INTERGRAPH CORPORATION (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Second-Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(d) of the Second-Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Second-Lien IP Security Agreement for recording the Security Interest granted under the Second-Lien Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Second-Lien IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Second-Lien IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Second-Lien IP Security Agreement has been entered into in conjunction with the provisions of the Second-Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Second-Lien IP Security Agreement and the terms of the Second-Lien Security Agreement, the terms of the Second-Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Second-Lien IP Security Agreement may be executed by one or more of the parties to this Second-Lien IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (*i.e.* a "PDF" or "TIFF" file)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS SECOND-LIEN IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

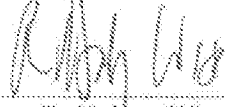
SECTION 7. Severability. Any provision of this Second-Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second-Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 12.2 of the Second-Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 12.2 of the Second-Lien Credit Agreement.


SECTION 9. Expenses. Each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Second-Lien IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor has caused this Second-Lien IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INTERGRAPH HOLDING COMPANY  
(FKA COBALT HOLDING COMPANY).

By:   
Name: R. Halley Wise  
Title: President, CEO

INTERGRAPH CORPORATION

By:  .....

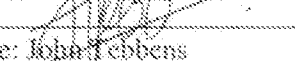
Name: R. Halsey Wise

Title: President, CEO

TRADEMARK

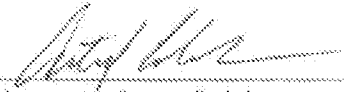
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INTERGRAPH EUROPEAN  
MANUFACTURING, INC.

By:   
Name: John J. Ebbens  
Title: General Manager



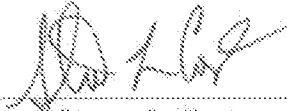
M & S COMPUTING INVESTMENTS,  
INC.

By:   
Name: Anthony Colaluca  
Title: President

INTERGRAPH DISC, INC.,

By:   
Name: Steven L. Cost  
Title: President

WORLDWIDE SERVICES, INC.,

By:   
Name: Steven L. Cost  
Title: President

INTERGRAPH (ITALIA), LLC,



By: \_\_\_\_\_

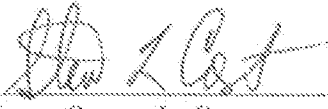
Name: Claudio Mingrino

Title: Manager

**TRADEMARK**

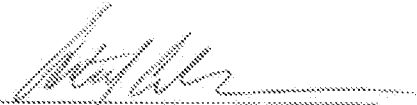
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INTERGRAPH ASIA PACIFIC, INC.,

By:  .....

Name: Steven L. Cost  
Title: President


INTERGRAPH CHINA, INC.

By: 


Name: Anthony Colaluca

Title: President

INTERGRAPH SERVICES COMPANY,

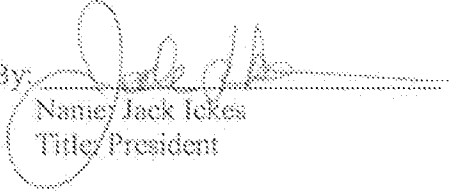
By:   
Name: Dan C. Jeffrey  
Title: President

INTERGRAPH DC CORPORATION --  
SUBSIDIARY 3,

By:   
Name: Steven L. Cost  
Title: President



Z/TIMAGING CORPORATION,

By   
Name: Jack Ickes  
Title: President

INTERGRAPH PP&M US HOLDING, INC.

By: M. Scott Moore

Name: M. Scott Moore

Title: President

TRADEMARK

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INTERGRAPH TECHNOLOGIES COMPANY,

By:   
Name: Kristine W. Eppes  
Title: President

SCHEDULE A TO THE SECOND-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

*Domestic Trademarks and Trademark Applications*

Registered Owner/Grantor	Trademark	Registration No.	Application No.
Intergraph Corp.	CyberSecureByDesign		77/808185

SCHEDULE B TO THE SECOND-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES PATENTS

*UNITED STATES PATENTS AND PATENT APPLICATIONS  
OWNED BY INTERGRAPH TECHNOLOGIES COMPANY*

Docket #	Invention	Status	Application # or Patent #
1247.B16/	Ruggedized Computer Capable of Operating in High-Temperature Environments	Pending	12/555,468

*UNITED STATES PATENTS AND PATENT APPLICATIONS  
OWNED BY ZI IMAGING*

Docket #	Invention	Status	Application # or Patent #
None			

SCHEDULE C TO THE SECOND-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

None