

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERGRAPH HOLDING COMPANY (F/K/A COBALT HOLDING COMPANY)		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH CORPORATION		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH EUROPEAN MANUFACTURING, LLC		04/21/2009	LIMITED LIABILITY COMPANY: DELAWARE
M & S COMPUTING INVESTMENTS, INC.		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH DISC, INC.		04/21/2009	CORPORATION: DELAWARE
WORLDWIDE SERVICES, INC.		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH (ITALIA), LLC		04/21/2009	LIMITED LIABILITY COMPANY: DELAWARE
INTERGRAPH ASIA PACIFIC, INC.		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH CHINA, INC.		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH SERVICES COMPANY		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH DC CORPORATION-SUBSIDIARY 3		04/21/2009	CORPORATION: DELAWARE
Z/I IMAGING CORPORATION		04/21/2009	CORPORATION: DELAWARE
INTERGRAPH SOFTWARE TECHNOLOGIES COMPANY		04/21/2009	CORPORATION: NEVADA
INTERGRAPH HARDWARE TECHNOLOGIES COMPANY		04/21/2009	CORPORATION: NEVADA
INTERGRAPH PP&M US HOLDING, INC.		04/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY & CO. INCORPORATED		
Street Address:	ONE PIERREPONT PLAZA		
Internal Address:	7TH FLOOR		
City:	BROOKLYN		

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900158891

TRADEMARK
 REEL: 004180 FRAME: 0372

State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77598142	RMK D

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:	04/06/2010

Total Attachments: 21

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FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “First-Lien IP Security Agreement”), dated as of April 21, 2009, among the Persons listed on the signature pages hereof (collectively, the “Grantors”), and MORGAN STANLEY & CO. INCORPORATED, 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 First-Lien Security Agreement, dated as of November 29, 2006 (the “First-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 First-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 First-Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this First-Lien IP Security Agreement for recording the Security Interest granted under the First-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 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 First-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 First-Lien IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This First-Lien IP Security Agreement has been entered into in conjunction with the provisions of the First-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 First-Lien IP Security Agreement and the terms of the First-Lien Security Agreement, the terms of the First-Lien Security Agreement shall govern.

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

SECTION 6. GOVERNING LAW. THIS FIRST-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 First-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 First-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 13.2 of the First-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 13.2 of the First-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 First-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 and the Collateral Agent have duly executed this First-Lien IP Security Agreement as of the day and year first above written.

SCHEDULE A TO THE FIRST-LIEN
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Domestic Trademarks and Trademark Applications

Registered Owner/Grantor	Trademark	Registration No.	Application No.
Intergraph Corporation	RMK-D		77/598142

SCHEDULE B TO THE FIRST-LIEN
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

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

Docket #	Invention	Status	Application # or Patent #
None			

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

Docket #	Invention	Status	Application # or Patent #
None			

UNITED STATES PATENTS AND PATENT APPLICATIONS
OWNED BY Z/I IMAGING

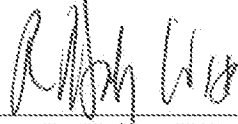
Docket #	Invention	Status	Application # or Patent #
None			

SCHEDULE C TO THE FIRST-LIEN
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

None

INTERGRAPH HOLDING COMPANY
(f/k/a COBALT HOLDING COMPANY),

By: _____


Name: R. Halsey Wise

Title: President, CEO

TRADEMARK

REEL: 004180 FRAME: 0380

INTERGRAPH CORPORATION

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

INTERGRAPH EUROPEAN
MANUFACTURING, LLC.

By: 

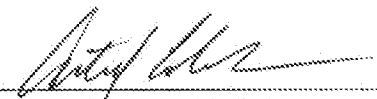
Name: John Tebbens

Title: General Manager

TRADEMARK

REEL: 004180 FRAME: 0382

M & S COMPUTING INVESTMENTS,
INC.

By: 
Name: Anthony Colaluca
Title: President

INTERGRAPH DISC, INC.,

By: 

Name: Steven L. Cost

Title: President

TRADEMARK

REEL: 004180 FRAME: 0384

WORLDWIDE SERVICES, INC.,

By: 

Name: Steven L. Cost

Title: President

TRADEMARK

REEL: 004180 FRAME: 0385

INTERGRAPH (ITALIA), LLC,

A handwritten signature in black ink, appearing to read 'Claudio Mingrino', written over a horizontal line.

By: _____

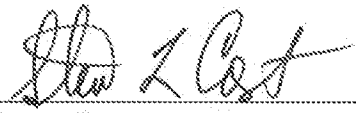
Name: Claudio Mingrino

Title: Manager

TRADEMARK

REEL: 004180 FRAME: 0386

INTERGRAPH ASIA PACIFIC, INC.,

By: _____


Name: Steven L. Cost

Title: President

TRADEMARK

REEL: 004180 FRAME: 0387

INTERGRAPH CHINA, INC.

By: 


Name: Anthony Colaluca

Title: President

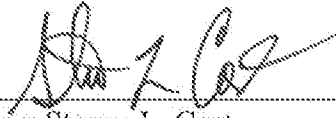
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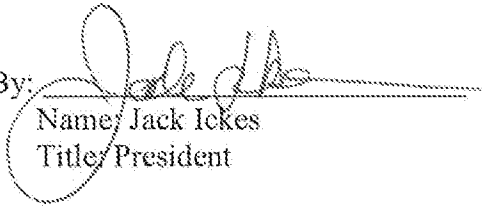
INTERGRAPH SERVICES COMPANY,

By: 
Name: Dan C. Jeffreys
Title: President


INTERGRAPH DC CORPORATION --
SUBSIDIARY 3,

By: 
Name: Steven L. Cost
Title: President

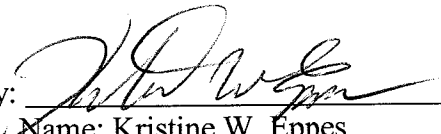
Z/I IMAGING CORPORATION,

By: 
Name: Jack Ickes
Title: President

INTERGRAPH HARDWARE
TECHNOLOGIES COMPANY,

By: 
Name: Kristine W. Eppes
Title: President

INTERGRAPH SOFTWARE
TECHNOLOGIES COMPANY,

By: 
Name: Kristine W. Eppes
Title: President

INTERGRAPH PP&M US HOLDING, INC.

By: M. Scott Moore

Name: M. Scott Moore

Title: President