

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
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: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MORGAN STANLEY & CO. INCORPORATED
<b>Street Address:</b>	ONE PIERREPONT PLAZA
<b>Internal Address:</b>	7TH FLOOR
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201

CH \$40.00 77808185

**900159905**

**TRADEMARK  
 REEL: 004187 FRAME: 0700**

Entity Type: CORPORATION: DELAWARE

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:	04/16/2010

Total Attachments: 20

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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 October 14, 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*

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

SCHEDULE B TO THE FIRST-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES PATENTS

UNITED STATES PATENTS AND PATENT APPLICATIONS  
OWNED BY INTERGRAPH TECHNOLOGIES COMPANY

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

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

<b>Docket #</b>	<b>Invention</b>	<b>Status</b>	<b>Application # or Patent #</b>
None			

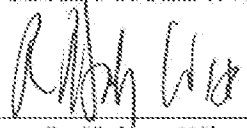
SCHEDULE C TO THE FIRST-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

None



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

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

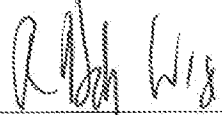
Name: R. Halsey Wise

Title: President, CEO

**TRADEMARK**

**REEL: 004187 FRAME: 0708**

INTERGRAPH CORPORATION

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

Name: R. Halsey Wise

Title: President, CEO

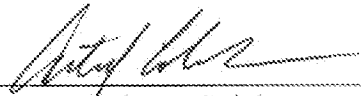
INTERGRAPH EUROPEAN  
MANUFACTURING, LLC.

By: 

Name: John Tebbens

Title: General Manager

M & S COMPUTING INVESTMENTS,  
INC.

By: 

Name: Anthony Colaluca

Title: President

**TRADEMARK**

**REEL: 004187 FRAME: 0711**

INTERGRAPH DISC, INC.,

By: 

Name: Steven L. Cost

Title: President

**TRADEMARK**

**REEL: 004187 FRAME: 0712**

WORLDWIDE SERVICES, INC.,

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

Name: Steven L. Cost

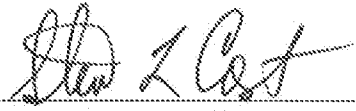
Title: President

INTERGRAPH (ITALIA), LLC,

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

By: \_\_\_\_\_  
Name: Claudio Mingrino  
Title: Manager

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. Jeffreys  
Title: President

INTERGRAPH DC CORPORATION --  
SUBSIDIARY 3,

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

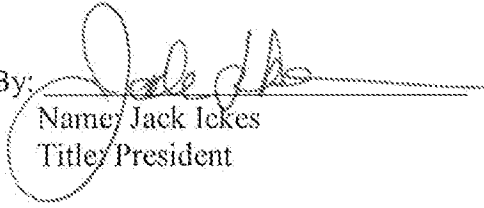
Name: Steven L. Cost

Title: President

TRADEMARK

REEL: 004187 FRAME: 0718

Z/I IMAGING CORPORATION,

By:   
Name: Jack Ickes  
Title: President

INTERGRAPH PP&M US HOLDING, INC.

By: M. Scott Moore

Name: M. Scott Moore

Title: President

TRADEMARK

REEL: 004187 FRAME: 0720

INTERGRAPH TECHNOLOGIES COMPANY,

By: 

Name: Kristine W. Eppes

Title: President