

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INTERGRAPH HOLDING COMPANY (F/K/A COBALT HOLDING COMPANY)		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH CORPORATION		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH EUROPEAN MANUFACTURING, LLC		04/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
M & S COMPUTING INVESTMENTS, INC.		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH DISC, INC.		04/01/2010	CORPORATION: DELAWARE
WORLDWIDE SERVICES, INC.		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH (ITALIA), LLC		04/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
INTERGRAPH ASIA PACIFIC, INC.		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH CHINA, INC.		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH SERVICES COMPANY		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH DC CORPORATION-SUBSIDIARY 3		04/01/2010	CORPORATION: DELAWARE
Z/I IMAGING CORPORATION		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH PP&M US HOLDING, INC.		04/01/2010	CORPORATION: DELAWARE
INTERGRAPH PHYSICS SOFTWARE, INC.		04/01/2010	CORPORATION: DELAWARE
COADE HOLDINGS, INC.		04/01/2010	CORPORATION: DELAWARE
COADE INTERMEDIATE HOLDINGS, INC.		04/01/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	301 SOUTH COLLEGE STREET
<b>City:</b>	CHARLOTTE

CH \$190.00 2619452

**900164137**

**TRADEMARK  
 REEL: 004221 FRAME: 0065**

State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2619452	CADWORX
Registration Number:	2408917	CAESAR II
Registration Number:	2428384	CODECALC
Registration Number:	2477589	COADE
Registration Number:	2408916	PVELITE
Serial Number:	77856283	PV ELITE
Serial Number:	77856303	PV FABRICATOR

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:	06/09/2010

Total Attachments: 23

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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 April 1, 2010, 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.

SCHEDULE A TO THE SECOND-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>
Engineering Physics Software, Inc.	CADWORX	2619452	
Engineering Physics Software, Inc.	CAESAR II	2408917	
Engineering Physics Software, Inc.	CODECALC	2428384	
Engineering Physics Software, Inc.	COADE	2477589	
Engineering Physics Software, Inc.	PVELITE	2408916	
Engineering Physics Software, Inc.	PV ELITE		77/856,283
Engineering Physics Software, Inc.	PV FABRICATOR		77/856,303

SCHEDULE B TO THE SECOND-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>
2686/148	Integrated GIS System with Interactive 3D Interface	Pending	12/722,983

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 SECOND-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

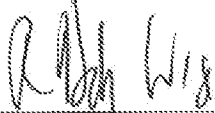
UNITED STATES COPYRIGHTS

<b>Registered Owner/Grantor</b>	<b>Title</b>	<b>Registration Number</b>
Engineering Physics Software, Inc.	CodeCalc Pressure Vessel and Exchanger Analysis Software	TX3-513-880
Engineering Physics Software, Inc.	CAESAR II Pipe Stress Analysis Software	TX3-513-879
Engineering Physics Software, Inc.	CADWorx PIPE (Previous or alternative title: Pipe Mode)	TX5-222-136

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

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

INTERGRAPH CORPORATION

By: 

Name: R. Halsey Wise  
Title: President, CEO

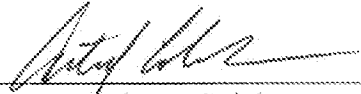
INTERGRAPH EUROPEAN  
MANUFACTURING, LLC.

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

Name: John Tebbens

Title: General Manager

M & S COMPUTING INVESTMENTS,  
INC.

By: 

Name: Anthony Colaluca

Title: President

**TRADEMARK**

**REEL: 004221 FRAME: 0077**

INTERGRAPH DISC, INC.,

By: 

Name: Steven L. Cost

Title: President

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

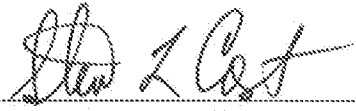
Title: Manager

**TRADEMARK**

**REEL: 004221 FRAME: 0080**




INTERGRAPH ASIA PACIFIC, INC.,

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

Name: Steven L. Cost

Title: President

INTERGRAPH CHINA, INC.

By: 

Name: Anthony Colaluca

Title: President

**TRADEMARK**

**REEL: 004221 FRAME: 0082**

INTERGRAPH SERVICES COMPANY,

By:   
Name: Dan C. Jeffreys  
Title: President

INTERGRAPH DC CORPORATION --  
SUBSIDIARY 3,

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

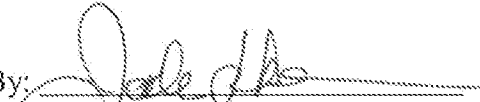
Name: Steven L. Cost

Title: President

TRADEMARK

REEL: 004221 FRAME: 0084

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: 004221 FRAME: 0086

INTERGRAPH TECHNOLOGIES COMPANY,

By: 

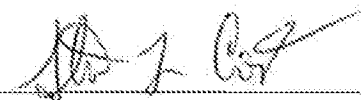
Name: Kristine W. Eppes

Title: President

TRADEMARK

REEL: 004221 FRAME: 0087

ENGINEERING PHYSICS SOFTWARE, INC.,

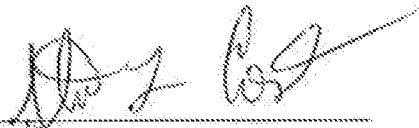
By: 

Name: Steven L. Cost

Title: Secretary



COADE HOLDINGS, INC.,

By: 

Name: Steven L. Cost

Title: Secretary

TRADEMARK

REEL: 004221 FRAME: 0089

COADE INTERMEDIATE HOLDINGS, INC.,

By: 

Name: Steven L. Cost

Title: Secretary