

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Denali Solutions, LLC | | 04/15/2011 | LIMITED LIABILITY COMPANY: MARYLAND |
| 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: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2691521 | IN PURSUIT | |
| Registration Number: | 2923612 | DENALI SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (205)488-5891 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | ppsmith@balch.com | | |
| Correspondent Name: | Pamela Payne Smith | | |
| Address Line 1: | 1901 Sixth Ave N, Suite 1500 | | |
| Address Line 4: | Birmingham, ALABAMA 35203 | | |
| ATTORNEY DOCKET NUMBER: | 050122-103 | | |
| NAME OF SUBMITTER: | Pamela Payne Smith | | |
| Signature: | /ppsmith/ | | |
| Date: | 04/27/2011 | | |

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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 15, 2011, by and among Denali Solutions, LLC, a Maryland limited liability company ("Assignor"), and Intergraph Corporation, a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, Assignor and Assignee are Parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights to certain trademarks and trade names identified on Schedule 1 and domain names identified on Schedule 2, both schedules attached hereto and incorporated by this reference (hereinafter referred to as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

3. Assignor represents and warrants that Assignor has not previously assigned to any third party any right, title or interest in and to any of the Marks or the goodwill of Assignor with respect thereto. Assignor acknowledges that Assignor shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Marks. Assignor shall discontinue all use of the Marks from and after the date of Closing (as such term is defined in the Purchase Agreement).

4. To the extent that any of the Marks being assigned to Assignee hereunder are "intent-to-use" registration applications, Assignor acknowledges and agrees that such applications are being assigned to Assignee in connection with a transfer of all goodwill and the assets relating to the business in connection with which the Marks covered by such intent to use applications will be used.

5. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be

invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. The terms of the Purchase Agreement are incorporated herein by this reference. This Assignment is executed and delivered in connection with the Purchase Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein.

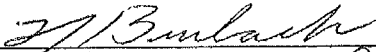
7. This Assignment is absolute, exclusive and irrevocable.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page and Schedules to Follow this Page]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: Denali Solutions, LLC


Name: Lawrence J. Brubach
Title: CFO

Assignee: Intergraph Corporation

Name:
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: Denali Solutions, LLC

Name:

Title: _____

Assignee: Intergraph Corporation



JOHN GRAHAM



Name:

Title: President, S&I

[Signature Page to Trademark Assignment]

Schedule 1

Trademarks

| Mark | Serial No. Reg. No. | Filing Date Reg. Date | Goods/Services |
|---|------------------------|--------------------------|--|
|  | 76215473 2691521 | 2/23/2001 2/25/2003 | Computer programs for database management and records management for law enforcement, in Class 9. |
|  | 76215474 2923612 | 2/23/2001 2/1/2005 | Computer programs for database management and records management, not including programs for the design, development, production, verification, characterization or analysis of computer hardware, data storage devices, memory systems, integrated circuits or computer chips, in Class 9. Software design, installation, integration, testing and consulting, all related to computer programs for database management and records management, and not related to computer programs for the design, development, production, verification, characterization or analysis of computer hardware, data storage devices, memory systems, integrated circuits or computer chips, in Class 42. |

Schedule 2

Domain Names

| Domain Name | Expiration Date | Registrar |
|---------------------|------------------------|------------------------|
| denalisolutions.net | October 12, 2011 | Network Solutions, LLC |

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