

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intergraph Corporation		06/30/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	Leica Geosystems AG
Street Address:	Heinrich-Wild-Strasse 201
City:	Heerbrugg
State/Country:	SWITZERLAND
Postal Code:	CH-9435
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77845195	DMC
Registration Number:	2910356	PHOTOSCAN
Registration Number:	3796705	RMK D
Registration Number:	2533575	ZI IMAGING

CORRESPONDENCE DATA

Fax Number: (256)730-2247
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 256-730-2521
 Email: carlton.barnes@intergraph.com
 Correspondent Name: C. Carlton Barnes
 Address Line 1: 19 Interpro Road
 Address Line 2: IW2008
 Address Line 4: Madison, ALABAMA 35758

DOMESTIC REPRESENTATIVE

Name:

900200538

**TRADEMARK
 REEL: 004610 FRAME: 0751**

OP \$115.00 77845195

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

C. Carlton Barnes

Signature:

/C. Carlton Barnes/

Date:

08/24/2011

Total Attachments: 7

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CONTRIBUTION, ASSIGNMENT AND BILL OF SALE AGREEMENT

This Contribution, Assignment and Bill of Sale Agreement (this "Agreement"), effective as of this 30th day of June, 2011, is by and between Intergraph Corporation, a Delaware corporation ("INGR"), ZI Imaging Corporation, a Delaware corporation ("ZI") and ZI Imaging Limited, an Ireland corporation ("LTD"). Certain capitalized terms are defined in Exhibit A hereto.

Recitals

WHEREAS, INGR desires to reorganize, contribute and assign certain trademarks from INGR and its subsidiary ZI to LTD;

WHEREAS, INGR owns 100% of the outstanding equity of ZI and ZI owns 100% of the outstanding equity of LTD;

WHEREAS, INGR and LTD intend for the contribution of the Contributed Assets to constitute a tax-free transaction pursuant to the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the agreements herein and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

Section 1. Contributed Assets. INGR hereby contributes, transfers, assigns, conveys, grants and delivers to LTD all of INGR's right, title and interest in and to all of the assets described on Exhibit A (the "Contributed Assets"). LTD hereby acquires and accepts from INGR all of INGR's right, title and interest in the Contributed Assets.

Section 2. Further Actions. Each of the parties covenants and agrees to execute and deliver, at the request of the other party or any governmental authority, such further instruments of transfer and assignment and to take such other action as such other party or governmental authority may reasonably request to more effectively consummate the transactions contemplated by this Agreement and the FOCI Plan.

Section 3. Governing Law. This Agreement will be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law.

Section 4. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement 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.

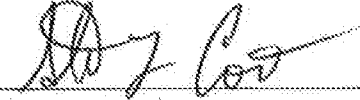
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EXECUTION VERSION


[Signature page of Contribution, Assignment and Bill of Sale Agreement]

IN WITNESS WHEREOF, INGR, ZI and LTD have each caused this Agreement to be duly executed effective as of the date first set forth above.

INTERGRAPH CORPORATION

By: 
Name: Steven L. Cost
Its: Chief Financial Officer

ZI IMAGING CORPORATION

By: 
Name: Jack C. Ickes
Its: President

ZI IMAGING LIMITED


By: 
Name: Jack C. Ickes
Its: Secretary

Exhibit A

Contributed Assets

TRADEMARKS							
Trademark	Country	Stylized?	Registrant	Status	Registration/Ap plication No	Date Registered	Expiration Date
DMC	CTM	No	Intergraph Corp. USA	Registered	3523578	7/7/2006	10/31/2013
DMC	Madrid Protocol	Yes	Z/I Imaging Corp USA	Registered	722723	9/9/1999	9/9/2019
DMC	United States	Yes	Z/I Imaging Corp USA	Pending	77/845195		
PHOTOSCAN	CTM	No	Z/I Imaging Corp USA	Registered	3523594	1/30/2009	10/31/2013
PHOTOSCAN	United States	No	Intergraph Corp. USA	Registered	2910356	12/14/2004	12/14/2014
RMK D	United States	No	Intergraph Corp. USA	Registered	3796705	6/1/2010	6/1/2020
Z/I IMAGING	CTM	No	Intergraph Corp. USA	Registered	3523545	12/21/2005	10/31/2013
Z/I IMAGING	Germany	Yes	Z/I Imaging Corp USA	Registered	39936463	8/19/1999	6/30/2019
Z/I IMAGING	Madrid Protocol	Yes	Z/I Imaging Corp USA	Registered	721268	9/11/1999	9/11/2019
Z/I IMAGING	United States	Yes	Z/I Imaging Corp USA	Registered	2533575	1/29/2002	1/29/2012
Z/I INFLIGHT	United States	No	Intergraph Corp. USA	Common Law	n/a	n/a	n/a

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") is Z/I IMAGING LIMITED ("Assignor") and LEICA GEOSYSTEMS AG ("Assignee").

WHEREAS, Assignee has entered into an Asset Purchase Agreement (the "Purchase Agreement") effective on the effective date with Assignor, pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Assets (as defined in the Purchase Agreement);

WHEREAS, included within the Assets are certain patents, trademarks, trade secrets, copyrights, applications for the same and certain other intellectual property (the "Intellectual Property"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to convey all right, title and interest in and to the Intellectual Property to the Assignee, and Assignee has agreed to accept such assignment and to assume Assignor's rights therein; and

WHEREAS, Assignor desires to assign all of Assignor's rights in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing premises, the respective acts and promises of the parties set forth below, the performances contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee and its successors and assigns, the entire right, title and interest of Assignor in, to and under the Intellectual Property, including, without limitation, all right, title and interest in, to, and under the Intellectual Property listed on the asset list which is attached to the Purchase Agreement as Exhibit "A" (a copy of the Purchase Agreement and all attachments thereto is attached hereto as Exhibit "A") (the "List"). The Intellectual Property listed on the List does not include or encompass in any way the name "ZI IMAGING", "TERRASHARE" or "IMAGESTATION." Except as set forth in the Purchase Agreement, Intellectual Property includes any and all rights to Intellectual Property used as a trademark, trade name, service mark or trade dress and all goodwill associated therewith, whether or not protectable under applicable trademark registration laws and whether or not registered with the United States Patent & Trademark Office, or the applicable office or authority having authority over such registrations in any other country. Assignor further covenants to cooperate, at the expense of Assignee, with any reasonable efforts by Assignee to secure and perfect its rights under this Assignment, including, without limitation, the preparation and filing of registration documents.

2. Cooperation. Assignor hereby agrees that it will, at Assignee's expense, cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be reasonably necessary or desirable for transferring to Assignor all right, title and interest in, to and under the Intellectual Property.

3. Representation. Assignor is the sole owner of all Intellectual Property transferred herein, free of liens and encumbrances and with no licenses or transfers inconsistent herewith. The representations and warranties of Assignor contained in Section 4 of the Purchase Agreement are incorporated herein by reference.

4. Entire Agreement. This Assignment and the Purchase Agreement, and the other documents executed in connection with the Purchase Agreement constitute the entire agreement between

the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

5. Binding Effect. This Assignment will inure to the benefit of the parties hereto and their respective successors and assigns.


6. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and interpreted according to the laws of Switzerland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

Z/I IMAGING LIMITED

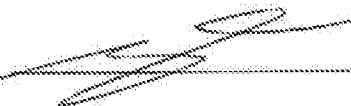


By: Jack Ickes

Title: Secretary

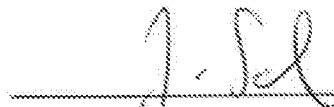
ASSIGNEE:

LEICA GEOSYSTEMS AG



By: WALTER SCHWYTER

Title: CFO



By: JOHANNES SCHWARZ

Title: PRES. GEOMATICS DIV.

EXHIBIT "A"

TRADEMARKS

Trademark	Country	Stylized?	Status	Registration Application No.	Date Registered	Expiration Date
DMC	CTM	No	Registered	3523578	7/7/2006	10/31/2013
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Z/I IMAGING	CTM	No	Registered	3523545	12/21/2005	10/31/2013
Z/I IMAGING	Germany	Yes	Registered	39936463	8/19/1999	8/30/2019
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Z/I IMAGING	United States	Yes	Registered	2533575	1/29/2002	1/29/2012
Z/I INFLIGHT	United States	No	Common Law	n/a	n/a	n/a