

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
Erdas, Inc.		08/01/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Intergraph Government Solutions Corporation		
Street Address:	170 Graphics Drive		
City:	Madison		
State/Country:	ALABAMA		
Postal Code:	35758		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	73224138	ERDAS	
Serial Number:	74199086	ERDAS IMAGINE	
Serial Number:	75195406	IMAGINE ADVANTAGE	
Serial Number:	75195404	IMAGINE ESSENTIALS	
Serial Number:	75195405	IMAGINE PROFESSIONAL	
Serial Number:	76314312	IMAGINE VIRTUALGIS	
Serial Number:	74415516	IMAGINE VISTA	
Serial Number:	75187049	IMAGIZER	
Serial Number:	75411344	MAPCOMPOSER	
Serial Number:	78760043	POWERING GEOSPATIAL IMAGING	
Serial Number:	75570790	STEREO ANALYST	
Registration Number:	2731941	IONIC SOFTWARE	
Registration Number:	2656671	IONIC SOFTWARE	
CORRESPONDENCE DATA			

900214557

TRADEMARK
REEL: 004715 FRAME: 0812

OP \$340.00 73224138

Fax Number: (205)488-5891
Phone: 205-226-3404
Email: ppsmith@balch.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:	02/13/2012

Total Attachments: 4
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") is between ERDAS, INC. ("Assignor") and INTERGRAPH GOVERNMENT SOLUTIONS CORPORATION ("Assignee").

WHEREAS, Assignor is a direct subsidiary of Assignee; and

WHEREAS, Assignor has transferred, by way of an asset dividend, certain assets to Assignee, which include certain computer programs (the "Software"), patents, trademarks, trade secrets, copyrights, domain names, applications for the same and certain other intellectual property (the "Intellectual Property"); and

WHEREAS, as a result of such dividend, Assignor has conveyed 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.

NOW, THEREFORE, in connection with the aforementioned dividend the parties have agreed as follows.

1. Assignment. Assignor does hereby 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 as Exhibit "A" (the "List").

Intellectual Property includes the invention described in a patent application (the "Invention"), including all improvements therein, and all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country from any patent application which corresponds with any of the following: the patent application, any divisional, continuation-in-whole, or substitute application which is based on the patent application; or any continuation-in-part application (including divisions, continuations-in-whole or -in-part, and substitutions thereof or therefor) based in-part on any of the above described patent applications.

Intellectual Property also 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.

Intellectual Property also includes any unregistered or registered trademarks, service marks, copyrights or other intellectual property or proprietary rights based on or in any way related to a domain name listed in the List.

The Software, a part of the Intellectual Property, includes, without limitation, end-user licensing agreements, source code, design documents and diagrams, help files, release notes, read me files, training and user guides, installation software and scripts, support and maintenance records, packaging and media designs, marketing brochures and literature, website designs, logos, other documentation related to the Software, and any unregistered or registered trademarks, service marks, copyrights or other intellectual property or proprietary rights based on or in any way related to the Software listed in the List.

2. Cooperation. Assignor hereby agrees that such Assignor and Assignor's heirs and legal representatives 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, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Inventions, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Assignor further agrees that such Assignor will, at Assignee's expense, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and

all countries and to vest title thereto in Assignee. Assignor agrees to cooperate with Assignee and to follow Assignee's instructions in order to affect the transfer of domain names in a timely manner, specifically to authorize transfer of the domain names.

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

4. 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.

5. Governing Law. This Assignment shall be construed and interpreted according to the laws of Delaware.

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

ASSIGNOR:

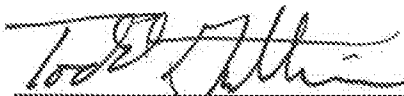
ERDAS, INC.



Todd Guthrie, Secretary

ASSIGNEE:

INTERGRAPH GOVERNMENT SOLUTIONS CORPORATION



Todd Guthrie, Secretary & General Counsel

TRADEMARKS

U.S. Serial Number 73224138 U.S. Reg. Number 1158576 Germany	ERDAS
U.S. Serial Number 74465911 U.S. Reg. Number DEAD	ERDAS – THE IMAGE PROCESSING PEOPLE
U.S. Serial Number 76160152 U.S. Reg. Number DEAD	ERDAS GIO
U.S. Serial Number 74199086 U.S. Reg. Number 1767947	ERDAS IMAGINE
Russian Federation	ERDAS IMAGINE
U.S. Serial Number 78040138 U.S. Reg. Number DEAD	ERDAS TUTORONLINE
U.S. Serial Number 74352134 U.S. Reg. Number DEAD	ERDAS-VISTA
U.S. Serial Number 76160153 U.S. Reg. Number DEAD	GEOGRAPHIC IMAGING OBJECTS
U.S. Serial Number 74547191 U.S. Reg. Number 2004823 DEAD	GEOPRECISION
U.S. Serial Number 75187050 U.S. Reg. Number DEAD	I-LITE
U.S. Serial Number 74551744 U.S. Reg. Number DEAD	IMAGE EXPLORER
U.S. Serial Number 74551745 U.S. Reg. Number DEAD	IMAGE NAVIGATOR
U.S. Serial Number 75195406 U.S. Reg. Number 2269418	IMAGINE ADVANTAGE
Russian Federation	IMAGINE ADVANTAGE
U.S. Serial Number 74544139 U.S. Reg. Number 2001814 DEAD	IMAGINE AUTOWARP
Russian Federation	IMAGINE AUTOWARP
U.S. Serial Number 75195404 U.S. Reg. Number 2270963	IMAGINE ESSENTIALS
Russian Federation	IMAGINE ESSENTIALS
U.S. Serial Number 76045292 U.S. Reg. Number 2487206 DEAD	IMAGINE ORTHOBASE
Russian Federation	IMAGINE ORTHOBASE (WILL NOT RENEW –NO LONGER SOLD)
U.S. Serial Number 74415514 U.S. Reg. Number DEAD	IMAGINE ORTHOMAX
U.S. Serial Number 75195405 U.S. Reg. Number 2279691	IMAGINE PROFESSIONAL
Russian Federation	IMAGINE PROFESSIONAL
U.S. Serial Number 76314312 U.S. Reg. Number 2665923	IMAGINE VIRTUALGIS
Russian Federation	IMAGINE VIRTUALGIS

U.S. Serial Number 74415516 U.S. Reg. Number 1899680	IMAGINE VISTA
Russian Federation	IMAGINE VISTA
U.S. Serial Number 75187049 U.S. Reg. Number 2261358	IMAGIZER
U.S. Serial Number 75411344 U.S. Reg. Number 2247442	MAPCOMPOSER
U.S. Serial Number 75187048 U.S. Reg. Number DEAD	MAPSHEETS
U.S. Serial Number 75317189 U.S. Reg. Number 2210449 DEAD	MR. MESSAGE
U.S. Serial Number 78760043 U.S. Reg. Number 32415108	POWERING GEOSPATIAL IMAGING
U.S. Serial Number 75570790 U.S. Reg. Number 2421928	STEREO ANALYST
U.S. Serial Number 74465910 U.S. Reg. Number 1924494 DEAD	THE MAP OF THE FUTURE IS AN INTELLIGENTIMAGE
European Community	TOPOMOUSE
U.S. Serial Number 75187047 U.S. Reg. Number 2259754 DEAD	VIEWFINDER
Benelux Reg. No. 0707814 (Belgium / The Netherlands / Luxembourg)	IONIC Trademark <i>logo</i> Deadline 20/AUG/2011
Benelux Reg. No. 0701207 (Belgium / The Netherlands / Luxembourg)	IONIC Trademark Deadline 21/AUG /2011
Benelux Reg. No. 0743127 (Belgium / The Netherlands / Luxembourg)	RedSpider Trademark Deadline 3/JULY/2013
D/FR/I/AUST/UK Reg. No. 778128	IONIC Trademark Deadline 20/FEB/2012
USA Reg. No. 2,731,941	IONIC Trademark <i>logo</i> Deadline 1/JULY/2013
USA Reg. No. 2,656,671	IONIC SOFTWARE Trademark Deadline 3/DEC/2012