

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/01/2011

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Augusta Systems, Inc.		09/30/2011	CORPORATION: WEST VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Intergraph Corporation
<b>Street Address:</b>	Mail Stop IW2008
<b>City:</b>	Huntsville
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35894
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77024955	POWERING SENSOR CONVERGENCE
Serial Number:	77114776	PLUG INTO THE NETWORK
Serial Number:	77117050	BRIDGE THE GAP BETWEEN SENSOR DATA AND THE NETWORK
Serial Number:	77254654	EDGEFRONTIER
Serial Number:	77254751	INTELLIGENT NETWORKS FROM EDGE TO CORE
Serial Number:	77254934	EDGEFRONTIER MANAGER
Serial Number:	77324768	GRIDMONITOR
Serial Number:	77575205	BRIDGE THE GAP BETWEEN EDGE DATA AND THE NETWORK
Serial Number:	78470083	ECOLYTICS
Serial Number:	78470408	AUGUSTA SYSTEMS
Serial Number:	78809848	SENSORPORT

OP \$340.00 77024955

Serial Number:	78813348	SENSORBRIDGE
Serial Number:	78896417	THREATVIEWER

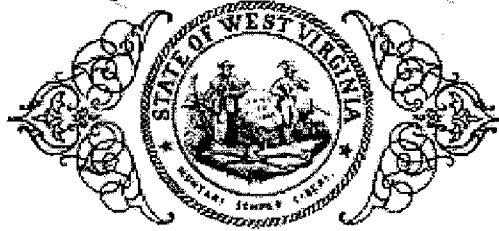
**CORRESPONDENCE DATA**

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, Balch & Bingham LLP  
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: 8**  
source=Intergraph-Certificate of Merger#page1.tif  
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# State of West Virginia



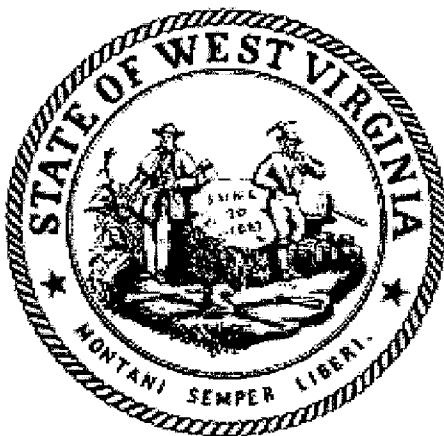
## Certificate

*I, Natalie E. Tennant, Secretary of State of the  
State of West Virginia, hereby certify that*

by the provisions of the West Virginia Code, Articles of Merger were received and filed,  
MERGING AUGUSTA SYSTEMS, INC., A QUALIFIED WV ORGANIZATION, WITH AND INTO INTERGRAPH  
CORPORATION, A QUALIFIED DE ORGANIZATION.

Therefore, I hereby issue this

### CERTIFICATE OF MERGER



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
September 30, 2011*

*Natalie E. Tennant*

*Secretary of State*

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**ARTICLES OF MERGER  
OF  
AUGUSTA SYSTEMS, INC.,  
a West Virginia corporation**

**FILED**

SEP 30 2011

IN THE OFFICE OF  
SECRETARY OF STATE

**WITH AND INTO  
INTERGRAPH CORPORATION,  
a Delaware corporation**

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The undersigned West Virginia and Delaware corporations hereby certify pursuant to section 31D-11-1106 of the West Virginia Code:

**FIRST:** That the name and jurisdiction of organization of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Augusta Systems, Inc.	West Virginia
Intergraph Corporation	Delaware

**SECOND:** That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of West Virginia law with respect to Augusta Systems, Inc., and Delaware law with respect to Intergraph Corporation.

**THIRD:** The name of the surviving corporation of the merger is Intergraph Corporation, a Delaware corporation.

**FOURTH:** That the Certificate of Incorporation of Intergraph Corporation, a Delaware corporation, shall be the certificate of incorporation of the surviving corporation.

**FIFTH:** That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business is 19 Interpro Road, Madison, Alabama 35758.

**SIXTH:** That a copy of the Agreement and Plan of Merger will be furnished on request and without cost to any shareholder of each respective corporation.


**SEVENTH:** This Articles of Merger shall be effective on the 30th day of September, 2011 at 11:59 p.m.

IN WITNESS WHEREOF, these Articles of Merger are executed under seal on behalf of each of the constituent corporations hereto.


*[Signature page to Certificate of Merger.]*

Effective the 30th day of September, 2011.

**AUGUSTA SYSTEMS, INC.,**  
a West Virginia Corporation

By:   
\_\_\_\_\_  
Anthony P. Zana  
Its: Secretary

**INTERGRAPH CORPORATION,**  
a Delaware Corporation

By:   
\_\_\_\_\_  
Steven L. Cost  
Its: CFO, Executive Vice President and  
Treasurer

**AGREEMENT AND PLAN OF MERGER**

**OF**

**AUGUSTA SYSTEMS, INC.,  
a West Virginia corporation**

**WITH AND INTO**

**INTERGRAPH CORPORATION,  
a Delaware corporation**

This **AGREEMENT AND PLAN OF MERGER**, dated as of October 1, 2011 (the "Agreement") between **AUGUSTA SYSTEMS, INC.**, a West Virginia corporation ("Augusta") and **INTERGRAPH CORPORATION**, a Delaware corporation ("Intergraph"), said two entities being herein sometimes collectively referred to as "Constituent Entities".

**W I T N E S S E T H:**

**WHEREAS**, Augusta, is a corporation duly organized and existing under the laws of the State of West Virginia, having been organized on January 31, 2001; and

**WHEREAS**, Intergraph, is a corporation duly organized and existing under the laws of the State of Delaware, having been organized on February 12, 1969; and

**WHEREAS**, the Board of Directors ("Directors") and Stockholders of the Constituent Entities hereto deem it desirable and have approved, upon the terms and subject to the conditions stated herein, that Augusta shall be merged with and into Intergraph ("Merger") and that Intergraph shall be the surviving entity; and

**WHEREAS**, it is the intent of the Constituent Entities that the transactions contemplated by this Agreement should qualify as a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended. The parties hereto agree that they will

mutually agree to any statements to be made to the Internal Revenue Service by the parties hereto pursuant to applicable Treasury Regulations.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements and provisions hereinafter contained, Augusta and Intergraph hereby make, adopt and approve this Agreement and prescribe the terms and conditions of the Merger and the mode of carrying the same into effect, as follows:

**SECTION 1. Terms and Conditions of Merger**

The terms and conditions of the merger are fully set forth in this plan of merger.

**SECTION 2. The Merger**

Augusta shall be merged with and into Intergraph on the Effective Date (as hereinafter defined). Intergraph shall be the surviving company and shall be governed by the laws of the State of Delaware. The separate existence of Augusta shall cease as soon as the Merger shall become effective, and thereupon Augusta and Intergraph shall be a single entity (herein Intergraph is referred to as the "Surviving Company" whenever reference is made to it as of the Effective Date or thereafter). This merger will require filing a Certificate of Merger with the Delaware Secretary of State and an Articles of Merger with the West Virginia Secretary of State. The merger is permitted by the laws of the States of Delaware and West Virginia, respectively, and the organizational/governing documents of the Constituent Entities.

**SECTION 3. Effective Date**

The Merger shall become effective as of 12:01 a.m. on October 1, 2011. The date upon which the Merger becomes effective shall be referred to herein as the "Effective Date."

**SECTION 4. Surviving Company**

- (a) The Surviving Company shall be Intergraph.

(b) The Certificate of Incorporation, as amended, of Intergraph shall continue in full force and effect as the Certificate of Incorporation of the Surviving Company.

(c) The Bylaws of Intergraph on the Effective Date shall be the Bylaws of the Surviving Company until the same shall be altered, amended or repealed as provided therein or otherwise by law.

(d) The Directors and Officers of Intergraph and shall continue in office as the Directors and Officers of the Surviving Company until the next annual meeting, or their prior resignation, removal or death.

(e) On the Effective Date, Intergraph shall assume as part of the Merger each and every obligation and liability of Augusta.

**SECTION 5. Capital Stock**

The basis and manner of converting the issued and outstanding shares of Augusta into shares of Intergraph shall be as follows:

(a) Each share of Augusta Systems, Inc.'s stock issued and outstanding immediately prior to the Effective Date and all rights in respect thereof shall upon the Effective Date, by virtue of the merger and without any further action on the part of the holder thereof, be canceled. This exchange and cancelation shall be complete and effective on the Effective Date without regard to the date or dates upon which outstanding certificates representing shares of Augusta Systems, Inc. may be surrendered for certificates of stock of Intergraph Corporation.

(b) After the Effective Date, each prior shareholder of Augusta Systems, Inc. shall surrender its certificates to Intergraph Corporation.



**SECTION 6. Principal Place of Business**

On the Effective Date, the principal place of business of Intergraph, as the Surviving Company, shall be 19 Interpro Road, Madison, Alabama 35758.

**SECTION 7. Termination of Agreement**

At any time prior to the time that the Articles of Merger and Certificate of Merger become effective, Augusta and Intergraph, by mutual consent of their respective Directors and Stockholders and to the extent permitted by law, may amend, modify, and supplement this Agreement in such manner as may be mutually agreed upon by them in writing. Upon termination, this Agreement shall be void and of no further force and effect, and there shall be no liability for such termination on the part of any party hereto.

**SECTION 8. Properties and Liabilities**

Intergraph shall possess, from and after the Effective Date, all the rights, privileges, powers and franchises of whatsoever nature and description, public as well as private, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities , and all the rights, privileges, powers and franchises, and all property, real, personal and mixed, of each of the Constituent Entities, and all debts due to either of the Constituent Entities, shall be vested in Intergraph.

**SECTION 9. Further Assurances**


The Constituent Entities each agree that they shall execute, file and record Articles/Certificate of Merger and any other documents required by the laws of the State of West Virginia and Delaware, and that they shall perform all necessary acts within those states and elsewhere to effectuate the merger herein provided for.

*(Signature page to follow.)*


*(Signature page of Agreement and Plan of Merger.)*

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Directors and Stockholders, have caused this Agreement to be executed as of the day and year first above written.

**AUGUSTA SYSTEMS, INC.,**  
a West Virginia Corporation

By:   
\_\_\_\_\_  
Anthony P. Zana  
Its: Secretary

**INTERGRAPH CORPORATION,**  
a Delaware Corporation

By:   
\_\_\_\_\_  
Steven L. Cost  
Its: CFO, Executive Vice President and  
Treasurer