

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/19/2014
 900280619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Georgia Tech Research Corporation		01/31/2014	NONPROFIT CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Intergraph Corporation		
Street Address:	Mallstop IW2008		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35894		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1724428	GTSTRUDL	
CORRESPONDENCE DATA			
Fax Number:	2054885891		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-226-3404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pamela Payne Smith		
Address Line 1:	1901 Sixth Ave N, Ste 1500		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Pamela Payne Smith		
Signature:	/ppsmith/		
Date:	02/19/2014		

OP \$40.00 1724428

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is made as of the 31st day of January, 2014, by and between **GEORGIA TECH RESEARCH CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Georgia ("Assignor"), and **INTERGRAPH CORPORATION**, a corporation organized and existing under the laws of the State of Alabama ("Assignee").

Pursuant to the terms of that certain Asset Purchase Agreement dated as of January 31st, 2014, by and between Assignor and Assignee ("Asset Purchase Agreement"; capitalized terms used herein and not defined herein shall have such meaning as set forth in the Asset Purchase Agreement), Assignor does hereby sell, convey, transfer, assign, set over and deliver exclusively to Assignee all of the Acquired Intellectual Property, including, but not limited to all of Assignor's right, title and interest in and to all Intellectual Property presently used in connection with the operation of the Business, including all Intellectual Property listed on Schedule 3.6(a) of the Asset Purchase Agreement along with any other Copyrights, Trademarks, Patents (including any continuations, provisionals, continuations-in-part, renewals, reissues, reexaminations and applications for any of the foregoing), GT STRUDL Software and Trade Secrets relating to the Business. Additionally, Acquired Intellectual Property shall include all source code, components, modules and executable code for GT STRUDL Software, GTICES (Basic System), and related and miscellaneous supporting software including, but not limited to, software related to the DXFR, STAAD and CIS/2 import and export utilities of GT STRUDL Software and any components that the GT STRUDL Software is based upon including all Intellectual Property in ICETRAN and Common Definition Language.

Nothing in this Assignment shall alter any liability or obligation of Assignor or Assignee arising under the Asset Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the assets and properties conveyed by this Assignment. Specifically, Assignor acknowledges and agrees that the representations, warranties and covenants made in the Asset Purchase Agreement shall survive the execution and delivery of this Assignment for such period as provided in the Asset Purchase Agreement. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed and delivered by facsimile and/or delivered electronically in .pdf, with any such signature to be deemed equally binding as an original signature.

This Assignment shall be controlled, construed and enforced in accordance with the laws of the State of Alabama without regard to conflicts of laws principles.

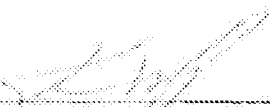
[Signature Page to Follow.]

[Signature Page to Assignment of Intellectual Property.]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be executed by its duly authorized agent on the day and year first above written.

GEORGIA TECH RESEARCH
CORPORATION

By: 
Name: J/lda Diehl Garton
Title: General Manager

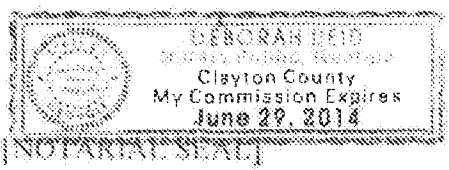
By: 
Name: Kevin L. Wozniak
Title: Assistant Secretary

STATE OF Georgia)

COUNTY OF Clayton)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jilda Dichl Garton, whose name as General Manager of **GEORGIA TECH RESEARCH CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Georgia, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such agent and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and official seal this 21st day of January, 2014.



Deborah Reid
Notary Public

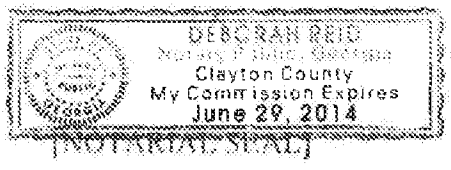
My commission expires: June 29, 2014

STATE OF Georgia)

COUNTY OF Clayton)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kevin L. Wozniak, whose name as Assistant Secretary of **GEORGIA TECH RESEARCH CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Georgia, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such agent and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and official seal this 21st day of January, 2014.



Deborah Reid
Notary Public

My commission expires: June 29, 2014

SCHEDULE 3.6(a)

INTELLECTUAL PROPERTY

Trademark registrations and material unregistered Trademarks used in the Business:

- Certificate of Registration No 1311348 – USPTO Service mark GTSTRUDL December 25, 1984
- Certificate of Registration No 1724428 – USPTO Service mark GTSTRUDL October 13, 1992
- Registration Renewal of No 1724428 – USPTO Service mark GTSTRUDL May 23, 2002
- Registration Renewal of No 1724428 – USPTO Service mark GTSTRUDL October 20, 2012
- Certificate of Registration No TMA287051 – Canadian Intellectual Property Office GTSTRUDL, January 20, 1984
- Registration Renewal of No TMA287051 – Canadian Intellectual Property Office GTSTRUDL, January 20, 1999

All registered Copyrights and material unregistered works of authorship used in the Business:

- Certificate of Copyright No TX4-908-038 – US Copyright Office – The Library of Congress. GTSTRUDL version 9801, December 18, 1998
- Certificate of Copyright No TX3-993-616 – US Copyright Office – The Library of Congress. GTSTRUDL, December 25, 1995
- Certificate of Copyright No TXu-667-211 – US Copyright Office – The Library of Congress. GTSTRUDL December 27, 2004

Other Seller-Owned Intellectual Property used in the Business that is the subject of an application, certificate or registration issued by any Governmental Authority:

NONE.