

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
INTERGRAPH HOLDING COMPANY (f/k/a COBALT HOLDING COMPANY)	04/01/2010
INTERGRAPH CORPORATION	04/01/2010
INTERGRAPH EUROPEAN MANUFACTURING, LLC	04/01/2010
M & S COMPUTING INVESTMENTS, INC.	04/01/2010
INTERGRAPH DISC, INC.	04/01/2010
WORLDWIDE SERVICES, INC.	04/01/2010
INTERGRAPH (ITALIA), LLC	04/01/2010
INTERGRAPH ASIA PACIFIC, INC.	04/01/2010
INTERGRAPH CHINA, INC.	04/01/2010
INTERGRAPH SERVICES COMPANY	04/01/2010
INTERGRAPH DC CORPORATION - SUBSIDIARY 3	04/01/2010
Z/I IMAGING CORPORATION	04/01/2010
INTERGRAPH PP&M US HOLDING, INC.	04/01/2010
INTERGRAPH TECHNOLOGIES COMPANY	04/01/2010
ENGINEERING PHYSICS SOFTWARE, INC.	04/01/2010
COADE HOLDINGS, INC.	04/01/2010
COADE INTERMEDIATE HOLDINGS, INC.	04/01/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	MORGAN STANLEY & CO. INCORPORATED
<b>Street Address:</b>	ONE PIERREPONT PLAZA
<b>Internal Address:</b>	7TH FLOOR
<b>City:</b>	BROOKLYN
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11201

**PROPERTY NUMBERS Total: 1**

Property Type	Number

**501199342**

**PATENT  
 REEL: 024507 FRAME: 0690**

**CH \$40.00 12722983**

Application Number:

12722983

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Jordan Altman

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP - IP Docketing

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

35613/12217

NAME OF SUBMITTER:

JORDAN ALTMAN

**Total Attachments: 23**

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## **FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This FIRST-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "First-Lien IP Security Agreement"), dated as of April 1, 2010, among the Persons listed on the signature pages hereof (collectively, the "Grantors"), and MORGAN STANLEY & CO. INCORPORATED, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First-Lien Security Agreement, dated as of November 29, 2006 (the "First-Lien Security Agreement"), among INTERGRAPH HOLDING COMPANY (f/k/a COBALT HOLDING COMPANY), a Delaware corporation ("Holdings"), INTERGRAPH CORPORATION (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the First-Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(d) of the First-Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this First-Lien IP Security Agreement for recording the Security Interest granted under the First-Lien Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto, the United States Patent registrations and applications set forth in Schedule B hereto and the United States Copyright registrations and applications set forth in Schedule C hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this First-Lien IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this First-Lien IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This First-Lien IP Security Agreement has been entered into in conjunction with the provisions of the First-Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First-Lien IP Security Agreement and the terms of the First-Lien Security Agreement, the terms of the First-Lien Security Agreement shall govern.

SECTION 5. Counterparts. This First-Lien IP Security Agreement may be executed by one or more of the parties to this First-Lien IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tiff”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS FIRST-LIEN IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this First-Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the First-Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the First-Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the First-Lien Credit Agreement.

SECTION 9. Expenses. Each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First-Lien IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have duly executed this First-Lien IP Security Agreement as of the day and year first above written.

SCHEDULE A TO THE FIRST-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

*Domestic Trademarks and Trademark Applications*

<b>Registered Owner/Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Application No.</b>
Engineering Physics Software, Inc.	CADWORX	2619452	
Engineering Physics Software, Inc.	CAESAR II	2408917	
Engineering Physics Software, Inc.	CODECALC	2428384	
Engineering Physics Software, Inc.	COADE	2477589	
Engineering Physics Software, Inc.	PVELITE	2408916	
Engineering Physics Software, Inc.	PV ELITE		77/856,283
Engineering Physics Software, Inc.	PV FABRIVATOR		77/856,303

SCHEDULE B TO THE FIRST-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES PATENTS

UNITED STATES PATENTS AND PATENT APPLICATIONS  
OWNED BY INTERGRAPH TECHNOLOGIES COMPANY

<b>Docket #</b>	<b>Invention</b>	<b>Status</b>	<b>Application # or Patent #</b>
2686/148	Integrated GIS System with Interactive 3D Interface	Pending	12/722,983

UNITED STATES PATENTS AND PATENT APPLICATIONS  
OWNED BY Z/I IMAGING

<b>Docket #</b>	<b>Invention</b>	<b>Status</b>	<b>Application # or Patent #</b>
None			

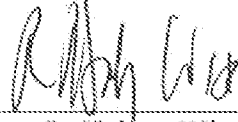
SCHEDULE C TO THE FIRST-LIEN  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

<b>Registered Owner/Grantor</b>	<b>Title</b>	<b>Registration Number</b>
Engineering Physics Software, Inc.	CodeCalc Pressure Vessel and Exchanger Analysis Software	TX3-513-880
Engineering Physics Software, Inc.	CAESAR II Pipe Stress Analysis Software	TX3-513-879
Engineering Physics Software, Inc.	CADWorx PIPE (Previous or alternative title: Pipe Mode)	TX5-222-136



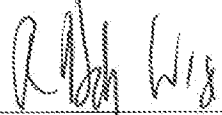
INTERGRAPH HOLDING COMPANY  
(f/k/a COBALT HOLDING COMPANY),

By:  \_\_\_\_\_

Name: R. Halsey Wise

Title: President, CEO

INTERGRAPH CORPORATION

By:  \_\_\_\_\_

Name: R. Halsey Wise

Title: President, CEO

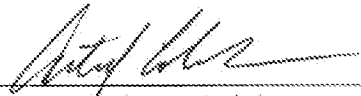
INTERGRAPH EUROPEAN  
MANUFACTURING, LLC.

By: 

Name: John Tebbens

Title: General Manager

M & S COMPUTING INVESTMENTS,  
INC.

By: 

Name: Anthony Colaluca

Title: President

INTERGRAPH DISC, INC.,

By: 

Name: Steven L. Cost

Title: President

WORLDWIDE SERVICES, INC.,

By:  \_\_\_\_\_

Name: Steven L. Cost

Title: President

INTERGRAPH (ITALIA), LLC,

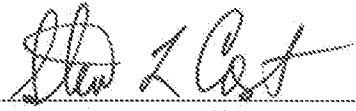
A handwritten signature in black ink, appearing to read 'C. Mingrino', written over a horizontal line.

By: \_\_\_\_\_

Name: Claudio Mingrino

Title: Manager

INTERGRAPH ASIA PACIFIC, INC.,


By:  \_\_\_\_\_

Name: Steven L. Cost

Title: President

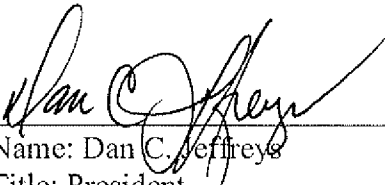


INTERGRAPH CHINA, INC.

By: 

Name: Anthony Colaluca  
Title: President

INTERGRAPH SERVICES COMPANY,

By:   
Name: Dan C. Jeffreys  
Title: President

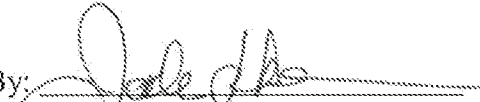
INTERGRAPH DC CORPORATION --  
SUBSIDIARY 3,

By:  \_\_\_\_\_

Name: Steven L. Cost

Title: President

Z/I IMAGING CORPORATION,

By:   
Name: Jack Ickes  
Title: President

INTERGRAPH PP&M US HOLDING, INC.

By: M. Scott Moore

Name: M. Scott Moore

Title: President

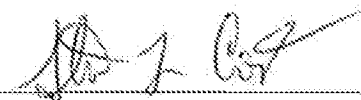
INTERGRAPH TECHNOLOGIES COMPANY,

By: 

Name: Kristine W. Eppes

Title: President

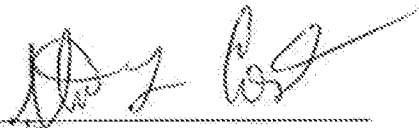
ENGINEERING PHYSICS SOFTWARE, INC.,

By: 

Name: Steven L. Cost

Title: Secretary

COADE HOLDINGS, INC.,

By: 

Name: Steven L. Cost

Title: Secretary



COADE INTERMEDIATE HOLDINGS, INC.,

By: 

Name: Steven L. Cost

Title: Secretary