

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the receiving party data previously recorded on Reel 018746 Frame 0234. Assignor(s) hereby confirms the SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT.

CONVEYING PARTY DATA

Name	Execution Date
COBALT HOLDING COMPANY	11/29/2006
IINTERGRAPH CORPORATION	11/29/2006
COBALT MERGER CORP.	11/29/2006
INTERGRAPH EUROPEAN MANUFACTURING, LLC	11/29/2006
M & S COMPUTING INVESTMENTS, INC.	11/29/2006
INTERGRAPH DISC, INC.	11/29/2006
WORLDWIDE SERVICES, INC.	11/29/2006
INTERGRAPH (ITALIA), LLC	11/29/2006
INTERGRAPH ASIA PACIFIC, INC.	11/29/2006
INTERGRAPH CHINA, INC.	11/29/2006
INTERGRAPH SERVICES COMPANY	11/29/2006
INTERGRAPH COMPUTER SYSTEMS HOLDING, INC.	11/29/2006
DAISY SYSTEMS INTERNATIONAL, INC.	11/29/2006
INTERGRAPH DC CORPORATION - SUBSIDIARY 3	11/29/2006
Z/I IMAGING CORPORATION	11/29/2006
INTERGRAPH PROPERTIES COMPANY	11/29/2006
INTERGRAPH HARDWARE TECHNOLOGIES COMPANY	11/29/2006
INTERGRAPH SOFTWARE TECHNOLOGIES COMPANY	11/29/2006

RECEIVING PARTY DATA

Name:	WACHOVIA BANK NATIONAL ASSOCIATION
Street Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6615233
Patent Number:	6374329
Patent Number:	5835095
Patent Number:	6185668
Patent Number:	6029257
Patent Number:	6219226
Patent Number:	5892654
Patent Number:	6032240
Patent Number:	5598115
Patent Number:	5463750

CORRESPONDENCE DATA

Fax Number: 6174430004

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

Phone: 617-443-9292

Email: rmooney@sunsteinlaw.com

Correspondent Name: Steven G. Saunders

Address Line 1: Sunstein Kann Murphy & Timbers LLP

Address Line 2: 125 Summer Street

Address Line 4: Boston, MASSACHUSETTS 02110-1618

ATTORNEY DOCKET NUMBER:	1247/00001
NAME OF SUBMITTER:	Steven G. Saunders
Signature:	/Steven G. Saunders, #36,265/
Date:	09/04/2013

Total Attachments: 27

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SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Second-Lien IP Security Agreement"), dated as of November 29, 2006, among the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, 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 recitals) shall have the meanings assigned to such terms in the Second-Lien Security Agreement, dated as of November 29, 2006 (the "Second-Lien Security Agreement"), among COBALT HOLDING COMPANY, a Delaware corporation ("Holdings"), COBALT MERGER CORP., a Delaware corporation (which on the Closing Date shall be merged with and into Intergraph Corporation, a Delaware Corporation, with Intergraph Corporation surviving such merger as the borrower, 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 Second-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 Second-Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Second-Lien IP Security Agreement for recording the Security Interest granted under the Second-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 the 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 Second-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 Second-Lien IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Second-Lien IP Security Agreement has been entered into in conjunction with the provisions of the Second-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 Second-Lien IP Security Agreement and the terms of the Second-Lien Security Agreement, the terms of the Second-Lien Security Agreement shall govern.

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

SECTION 6. GOVERNING LAW. THIS SECOND-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 Second-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 Second-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 12.2 of the Second-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 12.2 of the Second-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 Second-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 has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COBALT HOLDING COMPANY.

By: 

Name:

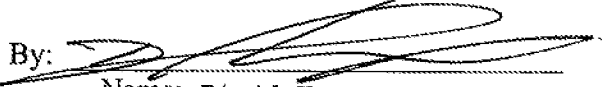
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[Second-Line IP Security Agreement]

The undersigned hereby confirms that, as a result of its merger with Cobalt Merger Corp., it hereby assumes all of the rights and obligations of Cobalt Merger Corp. under this Second-Lien IP Security Agreement (in furtherance of, and not in lieu of, any assumption or deemed assumption by operation of law) and hereby agrees to be joined to the Second-Lien IP Security Agreement as a Grantor thereunder

INTERGRAPH CORPORATION,

By: 
Name: David Vance Lucas
Title: Secretary

CORAL MERGER CORP.

By: 


Name:

Title:

NYDOC803/428039

[Second-Lien IP Security Agreement]

INTERGRAPH EUROPEAN
MANUFACTURING, LLC,

By: 
Name: Larry J. Laster
Title: Assistant Manager

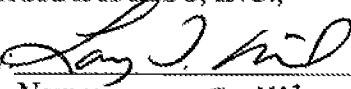
M & S COMPUTING INVESTMENTS,
INC.,

By: 

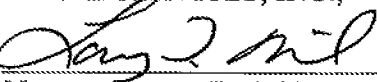
Name: David Vance Lucas

Title: Assistant Secretary

INTERGRAPH DISC, INC.,

By 
Name: Larry T. Miles
Title: President

WORLDWIDE SERVICES, INC.,

By 

Name: Larry T. Miles

Title: President

INTERGRAPH (ITALIA), LLC,

By: 

Name: Larry T. Miles

Title: Assistant Manager

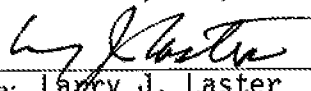
INTERGRAPH ASIA PACIFIC, INC.,

By: 

Name: Larry T. Miles

Title: President

INTERGRAPH CHINA, INC.,

By: 
Name: Larry J. Laster
Title: President

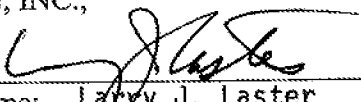
INTERGRAPH SERVICES COMPANY,

By: 

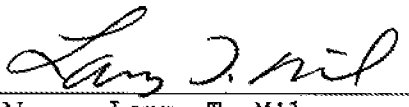
Name: Dan Q. Jeffreys

Title: President

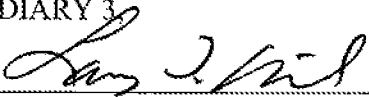
INTERGRAPH COMPUTER SYSTEMS
HOLDING, INC.,

By: 
Name: Larry J. Laster
Title: Chief Executive Officer

DAISY SYSTEMS INTERNATIONAL,
INC.,

By: 
Name: Larry T. Miles
Title: President

INTERGRAPH DC CORPORATION –
SUBSIDIARY 3

By: 

Name: Larry T. Miles

Title: President

Z/I IMAGING CORPORATION,

By: 

Name: Jack C. Ickes

Title: President

INTERGRAPH PROPERTIES COMPANY,

By: Larry T. Miles
Name: Larry T. Miles
Title: Treasurer

INTERGRAPH HARDWARE TECHNOLOGIES
COMPANY,

By 
Name: Larry T. Miles
Title: Treasurer

INTERGRAPH SOFTWARE TECHNOLOGIES
COMPANY,

By: 
Name: Larry T. Miles
Title: Treasurer

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: Mark B. Felker

Name:

Title:

MARK B. FELKER
MANAGING DIRECTOR
WACHOVIA BANK, NATIONAL ASSOCIATION

SCHEDULE B TO THE SECOND-LIEN
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

UNITED STATES PATENTS AND PATENT APPLICATIONS
OWNED BY INTERGRAPH HARDWARE TECHNOLOGIES COMPANY

050069-0030730	Video Circuit Including a Digital to Analog Converter in the Monitor which converts the Digital data to Analog currents before conversion to Analog voltages	Issued	4,910,685
050069-0064589	Method for Determining an Intuitively Defined Spatial Relationship Among Physical Entities	Issued	4,969,114
050069-0073776	Circuit Simulation	Issued	5,047,971
12172H-000600US	Quadword Boundary Cache System	Issued	4,860,192
12172H-000710US	Cache-MMU System	Issued	4,899,275
12172H-000810US	Memory Address Translation System having Modifiable & NonModifiable Translation Mechanisms	Issued	5,255,384
12172H-000910US	Cache Providing Caching/Non-caching Write-through and Copyback Modes for Virtual Addresses and Including Bus Snooping to Maintain Coherency	Issued	5,091,846
12172H-001000US	Method and Apparatus for Addressing a Cache Memory	Issued	4,884,197
12172H-001110US	Apparatus for Maintaining Consistency of a Cache Memory with a Primary Memory (as amended)	Issued	4,933,835
12172H-001710US	Method and Apparatus for Obtaining Data from a Data Circuit Utilizing Alternating Clock Pulses to Gate the Data to the Output (As amended)	Issued	5,479,646
12172H-001800US	High Speed Redundant Rows and Columns for Semiconductor Memories	Issued	5,274,593
12172H-003510US	Apparatus for Writing Data to and Reading Data from a Multi-port RAM in a Single Clock Cycle	Issued	5,546,569
12172H-004300US	Pulsed Ground Circuit for CAM and PAL Memories	Issued	5,446,685
12172H-004310US	Comparator Cell for Use in a Content Addressable Memory	Issued	5,598,115

12172H-004520US	Instruction Cache Associative Crossbar Switch System	Issued	5,794,003
12172H-004530US	VLIW Processor and Method Therefor (formerly Instruction Cache Associative Crossbar Switch)	Issued	6,892,293
12172H-004531US	Instruction Cache Associative Crossbar Switch	Issued	7,039,791 B2
12172H-004540US	Instruction Cache Associative Crossbar Switch	Issued	6,360,313
12172H-004630US	Method and Apparatus for Controlling an Instruction Pipeline in a Data Processing System	Issued	5,996,062
12172H-004640US	Method and Apparatus for Controlling an Instruction Pipeline in a Data Processing System	Issued	6,282,635
12172H-004700US	Method and Apparatus for Translating Virtual Addresses in a Data Processing System having Multiple Instruction Pipelines and Separate TLB's for Each Pipeline (as amended)	Issued	5,463,750
12172H-004800US	Decoder Scheme for Fully Associative Translation-Lookaside Buffer	Issued	5,299,147
12172H-005010US	Software Scheduled Superscaler Computer Architecture	Issued	5,560,028
12172H-005100US	Apparatus for Obtaining Data from a Translation Memory Based on Carry Signal from an Adder, as amended	Issued	5,502,829
12172H-005600US	Method and Apparatus for Enabling Control of Task Execution	Issued	5,542,088
12172H-005710US	Register File With Bypass Capability	Issued	5,790,461
12172H-006300US	Method and Apparatus for Parallel Access to Consecutive TLB Entries	Issued	5,924,125
12172H-006400US	Method and Apparatus for Speculative Execution of Instructions	Issued	6,185,668
12172H-007420US	A Method for Object-Oriented Programming Using Dynamic Interfaces	Issued	6,237,044 B1
12172H-007500US	Cursor Positioning Method	Issued	5,745,099
12172H-009110US	Methods and Apparatus for an Automatic File Indexer	Issued	6,411,970 B1
1247/101	Apparatus and Method for Scanning by Means of a Rotatable Detector Array	Issued	5,280,370
1247/109	Distributed Administration System for Computer Software	Issued	5,579,222
1247/111	Optimal Projection Design and Analysis	Issued	5,798,923

1247/125	Design for Vertically Oriented Computing Device	Issued	D 379,800
1247/157	High-Availability Super Server	Issued	6,374,329
1247/161	Chassis Cover (Peregrine)	Issued	D 401,915
1247/165	Computer Chassis	Issued	D 408,373
1247/171	Apperatus for Improved Airflow Through a Computer Chassis	Issued	5,892,654
1247/189	Apparatus and Method for Testing Computer Systems	Issued	6,029,257
1247/194	Apparatus and Method for Applying Effects to Graphical Images	Issued	6,204,851
1247/A09	Apparatus and Method for Memory Error Detection	Issued	6,158,025
1247/A12	Bypassing a Nonpaged Pool Controller When Accessing a Remainder Portion of a Random Access Memory (Apparatus & Method of Assessing Random Access Memory)	Issued	6,032,240
1247/A25	Apparatus and Method for Transmitting Documents Between a Server Computer and a Client Computer	Issued	6,615,233
1247/A29	Computer Chassis with Retractable Access Door	Issued	6,219,226
1247/A60	Anti-Vibration Disk Cage	Issued	6,473,299
1247/A67	Locally Isolated Ruggedized Computer Systems and Monitor	Issued	6,822,855
1247/A68	Anti-Vibration Disk Drive Cage	Issued	6,661,652
918	Multiple Processor Accelerator for Logic Simulation	Issued	4,873,856
918CIP	Multiple Processor Accelerator for Logic Simulation	Issued	4,872,125
919	Hardware Pipeline Processor for Logic Simulation	Issued	4,916,647
1247/A70	Method, Device and Computer Program Product for Image Stabilization Using Color Matching	Pending	10/669,818
1247/A78	Input Device for Controlling Movement in a Three-Dimensional Virtual Environment	Pending	10/972,072
1247/A79	Tactile Feedback Plunger Switch	Pending	10/971,529

ZI 6047P/US- CON2	Holding Device for an Optical Element	Pending	11/379,697
ZI 6049P/US	Sensor Module	Pending	10/645,164
ZI 6397P/US	Holding Apparatus for a Storage Medium	Pending	11/084,558
ZI 6398P/US	Securing Apparatus for a Portable Electronic Unit	Pending	11/084,559
ZI 6437P/US	Apparatus for Production of an Electromagnetically Shielded Connection	Pending	11/084,560
	Apparatus for attachment of a unit to attachment devices in a vehicle	Published	11/084,798

UNITED STATES PATENTS AND PATENT APPLICATIONS
OWNED BY INTERGRAPH SOFTWARE TECHNOLOGIES COMPANY

050069-0073776	Circuit Simulation	Issued	5,047,971
12172S-007400US	A Method for Object-Oriented Programming Using Dynamic Interfaces	Issued	6,016,392
12172S-007420US	A Method for Object-Oriented Programming Using Dynamic Interfaces	Issued	6,237,044 B1
12172S-007500US	Cursor Positioning Method	Issued	5,745,099
12172S-006200US	OLE for Design and Modeling	Issued	5,682,468
12172S-006210US	Ole for Design and Modeling	Issued	5,910,804
12172S-006211US	OLE for Design and Modeling	Issued	6,198,487 B1
12172S-006500US	Visible Line Processor	Issued	5,835,095
12172S-006700US	Method and Apparatus for Dynamically Interpreting Drawing Commands	Issued	5,764,936
12172S-006710US	Method and Apparatus for Dynamically Interpreting Drawing Command	Issued	6,297,798
12172S-006810US	Method and Apparatus for Unambiguous Selection of Graphic Objects, Keypoints and Relationships	Issued	6,124,861
12172S-006811US	Intelligent Selection of Graphic Objects Keypoints and Relationships	Issued	6,384,841 B1
12172S-007100US	System for Adding Attributes to an Object at Run Time in an Object Orientated Computer Environment	Issued	5,778,227
12172S-007310US	Object Relationship Management System	Issued	5,692,184
12172S-007311US	Object Relationship Management System	Issued	6,052,691
12172S-007312US	Object Relationship Management System	Issued	6,292,804
12172S-007313US	Object Relationship Management System	Issued	6,772,168
12172S-007510US	Cursor Positioning Method	Issued	6,014,127
12172S-008610US	Managing Object Relationships Using An Object Repository	Issued	6,633,869
12172S-009310US	CAD-Neutral Application Programming Interface	Issued	6,445,974

2686/101	Conversion of Relational Data into Object-Oriented Data by Means of Dynamic Segmentation	Issued	5,426,780
2686/102	3D Input System for CAD Systems	Issued	5,461,709
2686/103	Interactive Time Line Visualization	Issued	6,392,651
1247/A66	Concealed Object Recognition	Issued	7,079,701
1247/A65	Method, Device and Computer Program Product for Image Stabilization Using Color Matching	Issued	6,654,049 B2
12172S-011400US	Attribute-Based Symbology Through Functional Styles	Pending	60/774,951
2686/109	Document Management of Nested References	Pending	11/204,767
2686/110	Digital Video Surveillance	Pending	10/991,093
2686/112	Forming a Single Image from Overlapping Images	Pending	11/064,076
2686/113	Systems and Methods for the Collaborative Design, Construction, and Maintenance of Fluid Processing Plants	Pending	09/843,344
2686/114	Systems and Methods for Providing Component Information in Collaborative Design, Construction, and Maintenance of Fluid Processing Plants	Pending	11/094,598
2686/115	Systems and Methods for Collaborative Review in Collaborative Design, Construction, and Maintenance of Fluid Processing Plants	Pending	11/094,005
2686/116	Systems and Methods for Dynamic Pricing Events in Collaborative Design, Construction, and Maintenance of Fluid Processing Plants	Pending	11/094,564
2686/118	Real-Time Composite Video Image Comparator	Pending	11/196,494
2686/119	Real-Time Image Stabilization	Pending	11/209,172
2686/120	Real-Time Capture and Transformation of Hemispherical Video Images to Images in Rectilinear Coordinates	Pending	11/432,774
2686/121	Real-Time Image Detection Using Polarization Data	Pending	11/344,971
	Method, device and computer program product for demultiplexing of video images	Published	10/237,251
	Method for generating a composite image	Published	10/982,386
1247/A71	Real-Time Stabilization	Pending	10/872,767
1247/A74	Video Analyzer	Pending	10/762,214
1247/A81	Concealed Object Recognition	Pending	11/441,488