

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		05/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Intergraph Corporation
Street Address:	170 Graphics Drive
Internal Address:	M/S IW2002
City:	Madison
State/Country:	ALABAMA
Postal Code:	35758
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1458158	CLIX
Registration Number:	1962313	GEOMEDIA
Registration Number:	1422564	INTERACT
Registration Number:	1624043	INTERGRAPH
Registration Number:	1267739	INTERGRAPH
Registration Number:	1727288	INTERGRAPH
Registration Number:	1406517	INTERVIEW
Registration Number:	1448184	PMX
Registration Number:	1925277	SMARTSKETCH

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609

OP \$240.00 1458158

Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
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ATTORNEY DOCKET NUMBER:	041945/0052
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	08/03/2007

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of May 31, 2007, from CITICORP USA, INC., a Delaware corporation, with its principal place of business located at 399 Park Avenue, New York, NY 10043, as Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to INTERGRAPH CORPORATION, a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Borrower Security Agreement, dated as of October 6, 1995, made by the Grantors (as defined therein) in favor of the Agent (the "Borrower Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Borrower Intellectual Property Security Agreement, dated as of October 6, 1995, between the Agent and the Grantor (the "IP Security Agreement"), the Grantor, by reference to the Borrower Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 10, 1995, at Reel 1395 and Frame 0852; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Borrower Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Borrower Security Agreement and the IP Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITICORP USA, INC.
as Agent

By: 
Name: Kirk P. Lukeman
Title: Vice President

STATE OF CA)
COUNTY OF Sakreb)

ss.:

On this 31st day of ~~April~~^{May}, 2007, before me personally appeared Kirk P. Lakeman to me known who, being by me duly sworn, did depose and say that he/she is Vice President of CITICORP USA, INC., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by CITICORP USA, INC.

Terma D. Jacob
Notary Public

Notary Public, Norfolk County, Oregon
My Commission Expires December 18, 2007

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
CLIX	73/648,621	1,458,158
GEOMEDIA	74/483,556	1,962,313
INTERACT	73/436,742	1,422,564
INTERGRAPH	73/760,721	1,624,043
INTERGRAPH	73/285,308	1,267,739
INTERGRAPH & Design	74/246,880	1,727,288
INTERVIEW	73/517,311	1,406,517
PMX	73/514,952	1,448,184
SMARTSKETCH	74/594,709	1,925,277