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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------|
| Wells Fargo Foothill, Inc. (formerly known as Foothill Capital Corporation) | | 12/22/2006 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| Name: | Intergraph Corporation |
|-----------------|------------------------|
| Street Address: | Mailstop: IW2008 |
| City: | Huntsville |
| State/Country: | ALABAMA |
| Postal Code: | 35894 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 1962313 | GEOMEDIA |
| Registration Number: | 1624043 | INTERGRAPH |
| Registration Number: | 1727288 | INTERGRAPH |
| Registration Number: | 2186300 | SMARTPLANT |
| 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

Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

TRADEMARK

REEL: 003459 FRAME: 0143

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| ATTORNEY DOCKET NUMBER: | 041945/0052 |
|--|----------------|
| NAME OF SUBMITTER: | Kirstie Howard |
| Signature: | /kh/ |
| Date: | 01/11/2007 |
| Total Attachments: 4 source=IntCoTR5#page1.tif source=IntCoTR5#page2.tif source=IntCoTR5#page3.tif source=IntCoTR5#page4.tif | |

TRADEMARK
REEL: 003459 FRAME: 0144

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 22, 2006, from WELLS FARGO FOOTHILL, INC. (formerly known as FOOTHILL CAPITAL CORPORATION), a California corporation, with its principal place of business located at 2450 Colorado Avenue, Suite 3000, West Santa Monica, CA 90404, as Secured Party (the "Secured Party") to INTERGRAPH CORPORATION, a Delaware corporation ("Debtor").

WITNESSETH:

WHEREAS, pursuant to the Loan And Security Agreement, dated as of December 20, 1996, between the Debtor and the Secured Party (the "Loan Agreement"), a security interest (the "Security Interest") was granted by the Debtor to the Secured Party in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 20, 1996, between the Secured Party and the Debtor (the "<u>Trademark Security Agreement</u>"), the Debtor, by reference to the Loan Agreement, reaffirmed its intent to grant a Security Interest to the Secured Party specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 21, 1997, at Reel 1527 and Frame 0558; and

WHEREAS, the Secured Party 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 Loan Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>," as used herein, shall mean all of the Debtor'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 <u>Schedule A</u> hereto). The term "<u>Trademarks</u>" shall have the meaning provided by reference in the Loan Agreement and the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

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3. <u>Further Assurances</u>. The Secured Party 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.

WELLS FARGO FOOTHILL, INC. as Secured Party

Name:

Title

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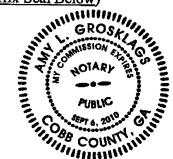
| STATE OF Beorgia |) | |
|------------------|---|------|
| COUNTY OF Fulton |) | SS.: |

On this 22 day of December, 2006, before me personally appeared

Robert Bernier to me known who, being by me duly sworn, did depose and say that he/she is ______ of WELLS FARGO FOOTHILL, INC., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by WELLS FARGO FOOTHILL, INC.

Notary Public

(Affix Seal Below)



Schedule A

U.S. Trademark Registrations and Applications

| Trademark | Serial Number | Registration Number |
|---------------------|---------------|---------------------|
| GEOMEDIA | 74/483,556 | 1,962,313 |
| INTERGRAPH | 73/760,721 | 1,624,043 |
| INTERGRAPH & Design | 74/246,880 | 1,727,288 |
| SMARTPLANT | 75/072,375 | 2,186,300 |
| SMARTSKETCH | 74/594,709 | 1,925,277 |

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