

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	02/28/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Space Imaging LLC		02/28/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sanborn Solutions LLC		
Street Address:	1935 Jamboree Drive, Suite 100		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80920-5358		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2558450	GEOBOOK	
CORRESPONDENCE DATA			
Fax Number:	(303)893-1379		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-892-7353		
Email:	pantea.garroussi@dgsllaw.com		
Correspondent Name:	Pantea Garroussi		
Address Line 1:	1550 17th Street, #500		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Pantea Garroussi		
Signature:	/Pantea Garroussi/		
Date:	07/22/2005		

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Total Attachments: 7

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of February 28th, 2005, made by Space Imaging LLC, a Delaware limited liability company ("Assignor"), in favor of Sanborn Solutions LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark registration listed on Schedule 1 attached hereto for the goods and/or services identified therein (the "Mark").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"), in which Assignor, pursuant to Section 2.1 of the Asset Purchase Agreement, assigned, sold, transferred, and otherwise conveyed to Assignee all of Assignor's right, title and interest in and to the Mark and any and all goodwill associated with the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms the sale, transfer, assignment and conveyance pursuant to the Asset Purchase Agreement of, and hereby additionally sells, transfers, assigns, and otherwise conveys to Assignee, without any representation or warranty whatsoever (except as expressly stated in the Asset Purchase Agreement), Assignor's entire right, title, and interest in and to the following (collectively, the "Assets"):

- (a) the Mark; and
- (b) the goodwill of the business symbolized by and associated with the Mark.

Assignor agrees to execute and deliver at the reasonable request of Assignee all additional papers, instruments and assignments, and to perform any other reasonable acts Assignee may request, in order to vest all of Assignor's right, title and interest in and to the Assets in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Notwithstanding any other provisions of this Trademark Assignment to the contrary, nothing contained in this Trademark Assignment shall in any way supersede, replace, restate, amend, expand or otherwise modify in any way any provision or limitation of the Asset Purchase Agreement or any rights, obligations, representations, warranties or remedies of the parties under the Asset Purchase Agreement. This Trademark Assignment is being delivered pursuant to Section 2.7(a)(iv) of the Asset Purchase Agreement to effect the transfer of the Mark pursuant to the Asset Purchase Agreement, and it is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement.

THIS TRADEMARK ASSIGNMENT SHALL BE DEEMED TO BE MADE IN,
AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED
BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO
WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES THAT WOULD REQUIRE
THE APPLICATION OF ANY OTHER LAW.

This Trademark Assignment shall be binding upon and inure to the benefit of the
parties hereto and their respective successors and assigns.

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SCHEDULE 1
to
TRADEMARK ASSIGNMENT


GEOBOOK[®], Registration No. 2558450

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

Assignor:

SPACE IMAGING LLC

By: SPACE IMAGING, INC., its Manager

By: 
Robert Z. Dalal
Chief Executive Officer

Acknowledged and Agreed to:

Assignee:

SANBORN SOLUTIONS LLC

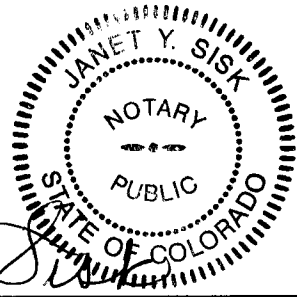
By: _____
Martha D.M. Notaras
President

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 28th day of February, 2005 by Robert Z. Dalal, in his capacity as Chief Executive Officer of Space Imaging, Inc., a corporation organized under the laws of the State of Delaware, which is the manager of Space Imaging, LLC.

Witness my hand and official seal.

My commission expires: MAY 9, 2007



Janet Y. Sisk
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 28th day of February, 2005 by Martha D.M. Notaras, in her capacity as President of Sanborn Solutions LLC a limited liability company organized under the laws of the State of Delaware.

Witness my hand and official seal.

My commission expires: _____

Notary Public

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

Assignor:

SPACE IMAGING LLC

By: SPACE IMAGING, INC., its Manager

By: _____
Robert Z. Dalal
Chief Executive Officer

Acknowledged and Agreed to:

Assignee:

SANBORN SOLUTIONS LLC

By: Martha D.M. Notaras
Martha D.M. Notaras
President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 28th day of February, 2005 by Robert Z. Dalal, in his capacity as Chief Executive Officer of Space Imaging, Inc., a corporation organized under the laws of the State of Delaware, which is the manager of Space Imaging LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF ^{California} ~~COLORADO~~)
) ss.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 28th day of February, 2005 by Martha D.M. Notaras, in her capacity as President of Sanborn Solutions LLC, a limited liability company organized under the laws of the State of Delaware.

Witness my hand and official seal.

My commission expires: Jan 13th, 2007

Rodney Gordon Sewell-Rall
Notary Public

