

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ORBIMAGE SI Holdco Inc.		01/10/2006	CORPORATION:
ORBIMAGE SI Opco Inc.		01/10/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	The Bank of New York as collateral agent
Street Address:	101 Barclay Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75069289	CARTERRA
Serial Number:	75069343	CARTERRA
Serial Number:	78081911	CARTERRA ANALYST
Serial Number:	76007511	IKONOS
Serial Number:	74587576	SPACE IMAGING
Serial Number:	74594690	SPACE IMAGING
Serial Number:	78441732	ROADTRACKER

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas

CH \$190.00 75069289

Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	01/25/2006

Total Attachments: 4
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Trademark Security Agreement

Trademark Security Agreement, dated as of January 10, 2006, by ORBIMAGE SI Holdco Inc. and ORBIMAGE SI Opco Inc. (individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of The Bank of New York, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ORBIMAGE SI HOLDCO INC.


By: _____
Name:
Title:

ORBIMAGE SI OPCO INC.

By: _____
Name:
Title:

Accepted and Agreed:

THE BANK OF NEW YORK,
as Collateral Agent


By: 
Name: VANK BROWN
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ORBIMAGE SI HOLDCO INC.

By: 
Name: William L. Warren
Title: Vice President, General Counsel and Secretary

ORBIMAGE SI OPCO INC.

By: 
Name: William L. Warren
Title: Vice President, General Counsel and Secretary

Accepted and Agreed:

THE BANK OF NEW YORK,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ORBIMAGE SI Opco Inc.	75/069,289	CARTERRA
ORBIMAGE SI Opco Inc.	75/069,343	CARTERRA
ORBIMAGE SI Opco Inc.	78/081,911	CARTERRA ANALYST
ORBIMAGE SI Opco Inc.	76/007,511	IKONOS
ORBIMAGE SI Opco Inc.	74/587,576	SPACE IMAGING
ORBIMAGE SI Opco Inc.	74/594,690	SPACE IMAGING and design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ORBIMAGE SI Opco Inc.	78/441,732	RoadTracker