

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
Sierra Top Holding S.A.R.L.		01/05/2007	LIMITED LIABILITY COMPANY: LUXEMBOURG
Sierra Intermediate Holdings S.A.R.L.		01/05/2007	LIMITED LIABILITY COMPANY: LUXEMBOURG
Trinity International Holdings Ltd.		01/05/2007	COMPANY: BRITISH COLUMBIA
Sierra Systems Group Inc.		01/05/2007	COMPANY: BRITISH COLUMBIA
Sierra Systems Consultants Inc.		01/05/2007	COMPANY: BRITISH COLUMBIA
Sierra Systems Inc.		01/05/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Styx Partners, L.P., as Agent
Street Address:	299 Park Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3027013	SIERRA SYSTEMS
Registration Number:	3056709	SIERRA
Registration Number:	2927094	NEW THINKING
Registration Number:	2762484	DIMENSION ANALYSIS
Registration Number:	2208097	SIERRA SYSTEMS
Registration Number:	2023950	SIERRA
Registration Number:	2001023	MAPS 3D DIGITAL MAPPING SOLUTIONS

OP \$215.00 3027013

Registration Number:	1206813	
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CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00176
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	01/10/2007

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of January, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and STYX PARTNERS, L.P., a Delaware limited partnership, in its capacity as the arranger and administrative agent for the Lender Group (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 5, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among SIERRA TOP HOLDING S.À R.L., a limited liability company organized under the laws of the Grand Duchy of Luxembourg ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof as borrowers (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority (subject to Permitted Liens) security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

GRANTORS:

SIERRA TOP HOLDING S.À R.L.,
a limited liability company organized under the laws of
the Grand Duchy of Luxembourg

By: 
Name: David Dominik
Title: Manager

SIERRA INTERMEDIATE HOLDINGS S.À R.L.,
a limited liability company organized under the laws of
the Grand Duchy of Luxembourg

By: _____
Name: Prescott Ashe
Title: Manager

TRINITY INTERNATIONAL HOLDINGS LTD.,
a company existing under the laws of the Province of
British Columbia

By: _____
Name: Warren Beach
Title: Director

SIERRA SYSTEMS GROUP INC.,
a company existing under the laws of the Province of
British Columbia

By: _____
Name: Warren Beach
Title: Chief Financial Officer

SIERRA SYSTEMS CONSULTANTS INC.,
a company existing under the laws of the Province of
British Columbia

By: _____
Name: Warren Beach
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

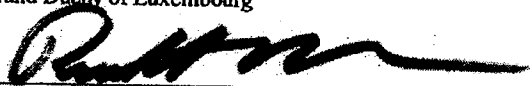
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GRANTORS:

SIERRA TOP HOLDING S.À R.L.,
a limited liability company organized under the laws of
the Grand Duchy of Luxembourg

By: _____
Name: David Dominik
Title: Manager

SIERRA INTERMEDIATE HOLDINGS S.À R.L.,
a limited liability company organized under the laws of
the Grand Duchy of Luxembourg

By:  _____
Name: Prescott Ashe
Title: Manager

TRINITY INTERNATIONAL HOLDINGS LTD.,
a company existing under the laws of the Province of
British Columbia

By: _____
Name: Warren Beach
Title: Director

SIERRA SYSTEMS GROUP INC.,
a company existing under the laws of the Province of
British Columbia

By: _____
Name: Warren Beach
Title: Chief Financial Officer

SIERRA SYSTEMS CONSULTANTS INC.,
a company existing under the laws of the Province of
British Columbia

By: _____
Name: Warren Beach
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

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GRANTORS:

SIERRA TOP HOLDING S.À R.L.,
a limited liability company organized under the laws of
the Grand Duchy of Luxembourg

By: _____

Name: David Dominik

Title: Manager

SIERRA INTERMEDIATE HOLDINGS S.À R.L.,
a limited liability company organized under the laws of
the Grand Duchy of Luxembourg

By: _____

Name: Prescott Ashe

Title: Manager

TRINITY INTERNATIONAL HOLDINGS LTD.,
a company existing under the laws of the Province of
British Columbia

By: Warren Beach

Name: Warren Beach

Title: Director

SIERRA SYSTEMS GROUP INC.,
a company existing under the laws of the Province of
British Columbia

By: Warren Beach

Name: Warren Beach

Title: Chief Financial Officer

SIERRA SYSTEMS CONSULTANTS INC.,
a company existing under the laws of the Province of
British Columbia

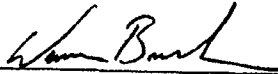
By: Warren Beach

Name: Warren Beach

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

SIERRA SYSTEMS INC.,
a Washington corporation

By: 
Name: Warren Beach
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

ACCEPTED AND ACKNOWLEDGED BY:

STYX PARTNERS, L.P.,
a Delaware limited partnership,
as Agent

By: Styx Associates LLC
Its: General Partner

By: 

Name: Kevin Genda

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks owned by Sierra Systems Group Inc.

TRADEMARK	Jurisdiction	Registration / Application No.
SSG	Canada	TMA565,298
MAPS 3D DIGITAL MAPPING SOLUTIONS & DESIGN	Canada.	TMA480,575
ARROWS DESIGN	Canada	TMA162,294
DIMENSION ANALYSIS	Canada	TMA600,360
A L'AVANT-GARDE	Canada	TMA581,082
NEW THINKING	Canada	TMA578,915
MANTA	Canada	TMA473,726
SIERRA	Canada	TMA383,923
SIERRA	Canada	TMA674,744
SIERRA SYSTEMS	Canada	TMA674,258
TKMC	Canada	TMA626,729 ¹
SIERRA SYSTEMS	United States	No. 3,027,013.
SIERRA	United States	No. 3,056,709.
NEW THINKING	United States	No. 2,927,094.
DIMENSION ANALYSIS	United States	No. 2,762,484.
SIERRA SYSTEMS	United States	No. 2,208,097.
SIERRA	United States	No. 2,023,950 ² .

¹ Our searches show the record owner is Turnkey Management Consulting, we are confirming the record ownership to this mark with Sierra Systems Group Inc.

TRADEMARK	Jurisdiction	Registration / Application No.
MAPS 3D DIGITAL MAPPING SOLUTIONS	United States	No. 2,001,023.
ARROWS DESIGN	United States	No. 1,206,813.
SIERRA	Mexico	Reg # 538,673
ARROWS DESIGN ONLY	Mexico	Reg #451,335

(...continued)

² Renewal was due 12/17/06 and mark is now in six month grace period (renewal can be filed with a late fee by 6/17/07).