

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Space Imaging LLC		01/10/2006	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Orbimage SI Opco Inc.		
Doing Business As:	DBA GeoEye		
Street Address:	21700 Atlantic Blvd.		
City:	Dulles		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78441732	ROADTRACKER	
CORRESPONDENCE DATA			
Fax Number:	(303)291-3201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(303) 291-3200		
Email:	patentdock@fclaw.com		
Correspondent Name:	Susan E. Chetlin		
Address Line 1:	1700 Lincoln Street, Suite 2625		
Address Line 2:	Fennemore Craig, P.C.		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	17981-009		
NAME OF SUBMITTER:	Susan E. Chetlin		
Signature:	/Susan E. Chetlin/		

CH \$40.00 78441732

Date:

03/19/2007

Total Attachments: 10

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EXECUTION VERSION

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of January 10, 2006, made by Space Imaging LLC, a Delaware limited liability company ("Assignor"), in favor of ORBIMAGE SI Opco Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and applications listed on Schedule I attached hereto for the goods and/or services identified therein (the "Marks");

WHEREAS, OrbImage Holdings, Inc. and OrbImage, Inc. (collectively, "OI") and Assignor are parties to an Asset Purchase Agreement dated as of September 15, 2005 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, under Section 10.7 of the Asset Purchase Agreement, OI may assign any of its rights and obligations thereunder to an Affiliate, provided that OI remains obligated for the performance of all its obligations under the Asset Purchase Agreement;

WHEREAS, OI has effected an assignment of its rights and obligations to Assignee, subject to OI's continuing obligation to perform all of its obligations under the Asset Purchase Agreement; and

WHEREAS, in connection with the Asset Purchase Agreement, Assignor assigned, sold, transferred, and otherwise conveyed all of Assignor's right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee;

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, all of Assignor's right, title, and interest in and to the following on an as is, where is basis:

1. each of the Marks;
2. the goodwill of the business symbolized by and associated with the Marks;
3. any intent to use filings for the Marks for the portion of Assignor's business transferred to Assignee in the Asset Purchase Agreement; and
4. all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claims by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Marks or violations of the licenses of the Marks.

Assignor further agrees that Assignor will, without further consideration, (a) cooperate with Assignee in the prosecution of all United States and foreign trademark applications based on the Marks, (b) execute, verify, acknowledge and deliver all such further papers, including trademark applications and instruments of transfer that may be reasonably necessary to further the purposes of the Asset Purchase Agreement and (c) perform such other acts as Assignee lawfully may request to help Assignee obtain, maintain, defend or enforce the Marks in all countries and to vest title thereto in Assignee.

In the event that Assignee is unable for any reason to secure Assignor's signature to any document that it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorney-in-fact to act for and on behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing paragraph with the same legal force and effect as if executed by Assignor.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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: 

Name: Robert Z. Dalal

Title: Chief Executive Officer

Acknowledged and Agreed to:

Assignee:

ORBIMAGE SI OPCO INC.

By: _____

Name:

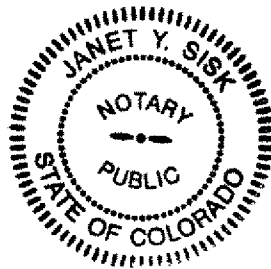
Title:

STATE OF Colorado)
 : ss.:
COUNTY OF Adams)

On this 10th day of January, 2006 before me personally came Robert Z. Dalal, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Chief Executive Officer of Space Imaging, Inc., the Manager of Space Imaging LLC; he signed the instrument in the name of Space Imaging LLC; and he had the authority to sign the instrument on behalf of Space Imaging LLC.

MY COMMISSION EXPIRES 05/09/2007

Janet Y. Sisk
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: _____

Name: Robert Z. Dalal

Title: Chief Executive Officer

Acknowledged and Agreed to:

Assignee:

ORBIMAGE SI OPCO INC.

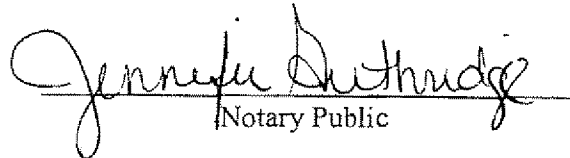
By: _____

Name: Matthew M. O'Connell

Title: President and Chief Executive Officer

STATE OF Virginia)
 : ss.:
COUNTY OF Loudoun)

On this 9th day of January, 2006 before me personally came Matthew
O'Connell, to me known to be the person who signed the foregoing instrument and
who being duly sworn by me did depose and state that he is the President & CEO
of ORBIMAGE SI Opco Inc.; he signed the instrument in the name of
ORBIMAGE SI Opco Inc.; and he had the authority to sign the instrument on behalf of
ORBIMAGE SI Opco Inc.


Notary Public

My Comm. Exp. 12/31, 2009

**SCHEDULE 1
TO TRADEMARK ASSIGNMENT**

TRADEMARKS AND SERVICE MARKS

U.S. Marks

<u>Mark</u>	<u>Registration #/ Application #</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
CARTERRA	2,047,487	04/25/97	Registered
CARTERRA	2,105,901	10/14/97	Registered
CARTERRA ANALYST	2,558,993	08/30/01	Registered
IKONOS	2,650,079	11/12/02	Registered
ROADTRACKER	78/441,732	06/25/04	<i>Pending</i>
SPACE IMAGING	2,063,699	10/19/94	Registered
SPACE IMAGING and design	2,065.471	11/03/94	Registered

International Marks

<u>Mark</u>	<u>Country</u>	<u>Registration #/ Application No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
SPACE IMAGING and design	Australia	649,692	12/30/94	Registered
SPACE IMAGING and design	Australia	649,693	12/30/94	Registered
SPACE IMAGING and design	Australia	649,694	12/30/94	Registered
CARTERRA	Brazil	822781182	05/31/00	<i>Pending</i>
CARTERRA	Brazil	822781247	05/31/00	<i>Pending</i>
CARTERRA	Brazil	822781190	05/31/00	<i>Pending</i>
SPACE IMAGING	Brazil	818414146	08/12/97	Registered
SPACE IMAGING	Brazil	818414154	09/23/97	Registered
SPACE IMAGING	Brazil	818414332	10/14/97	Registered
SPACE IMAGING and design	Brazil	818424672	07/22/97	Registered
SPACE IMAGING and design	Brazil	818424753	09/21/99	Registered
SPACE IMAGING and design	Brazil	818424842	04/28/95	Registered
SPACE IMAGING DO BRASIL and design	Brazil	824683919	06/28/02	<i>Pending</i>
SPACE IMAGING DO BRASIL and design	Brazil	824683935	06/28/02	<i>Pending</i>
SPACE IMAGING DO BRASIL and design	Brazil	824683862	06/28/02	<i>Pending</i>

<u>Mark</u>	<u>Country</u>	<u>Registration #/ Application No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
SPACE IMAGING	Brunei	20,252	01/14/95	Registered
SPACE IMAGING	Brunei	20,968	01/14/95	Registered
SPACE IMAGING and design	Brunei	20,341	01/14/95	Registered
SPACE IMAGING and design	Brunei	24,407	01/14/95 ?	Pending
SPACE IMAGING	China	975811	04/07/97	Registered
SPACE IMAGING	China	968290	03/28/97	Registered
SPACE IMAGING	China	947672	02/14/97	Registered
SPACE IMAGING and design	China	975842	04/07/97	Registered
SPACE IMAGING and design	China	968291	03/28/97	Registered
SPACE IMAGING and design	China	943791	02/07/97	Registered
CARTERRA	CTM	1602457	04/07/00	Registered
SPACE IMAGING	CTM	899708	08/06/98	Registered
SPACE IMAGING and design	CTM	899674	08/06/98	Registered
CARTERRA	Ecuador	11064-01	05/07/01	Registered
CARTERRA	Ecuador	11065-01	05/15/01	Registered
CARTERRA	Ecuador	3557-01	05/07/01	Registered
SPACE IMAGING	Egypt	93851	01/03/95	Registered
SPACE IMAGING	Egypt	93853	01/03/95	Registered
SPACE IMAGING	Egypt	93855	01/03/95	Registered
SPACE IMAGING and design	Egypt	93852	01/03/95	Registered
SPACE IMAGING and design	Egypt	93854	01/03/95	Registered
SPACE IMAGING and design	Egypt	93856	01/03/95	Registered
SPACE IMAGING	Finland	201781	09/30/96	Registered
SPACE IMAGING and design	Finland	201782	09/30/96	Registered
SPACE IMAGING	France	95 557 052	02/07/95	Registered
SPACE IMAGING and design	France	95 557 051	02/07/95	Registered
SPACE IMAGING and design	Germany	2 911 766	02/07/95	Registered
SPACE IMAGING and design	Hong Kong	1998B1904	01/09/95	Registered
SPACE IMAGING and design	Hong Kong	1998B1905	01/09/95	Registered
SPACE IMAGING and design	Hong Kong	1998B00843	01/09/95	Registered
SPACE IMAGING	India	654810	02/08/95	Registered
SPACE IMAGING	India	654811	02/08/95	Registered
SPACE IMAGING and design	India	654812	02/08/95	Registered
SPACE IMAGING and design	India	654813	02/08/95	Registered

<u>Mark</u>	<u>Country</u>	<u>Registration #/ Application No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
CARTERRA	Israel	137302	05/01/00	Registered
CARTERRA	Israel	137303	05/01/00	Registered
CARTERRA	Israel	137304	05/01/00	Registered
SPACE IMAGING	Israel	96434	12/04/97	Registered
SPACE IMAGING	Israel	96435	12/04/97	Registered
SPACE IMAGING	Israel	96436	12/04/97	Registered
SPACE IMAGING and design	Israel	96437	11/05/96	Registered
SPACE IMAGING and design	Israel	96438	11/05/96	Registered
SPACE IMAGING and design	Israel	96439	11/05/96	Registered
CARTERRA	Japan	4740871	01/16/04	Registered
SPACE IMAGING	Japan	3339905	08/15/97	Registered
SPACE IMAGING	Japan	3345106	09/05/97	Registered
SPACE IMAGING	Japan	4167820	07/17/98	Registered
SPACE IMAGING and design	Japan	4056145	09/12/97	Registered
SPACE IMAGING and design	Japan	3361283	11/21/97	Registered
SPACE IMAGING and design	Japan	4206387	10/30/98	Registered
CARTERRA	Korea	6504	10/28/02	Registered
SPACE IMAGING	Korea	346574	09/10/96	Registered
SPACE IMAGING	Korea	343153	07/18/96	Registered
SPACE IMAGING	Korea	34119	01/10/97	Registered
SPACE IMAGING and design	Korea	346575	09/10/96	Registered
SPACE IMAGING and design	Korea	343154	07/18/96	Registered
SPACE IMAGING and design	Korea	34120	01/10/97	Registered
CARTERRA	Mexico	658076	05/31/00	Registered
CARTERRA	Mexico	658077	05/31/00	Registered
CARTERRA	Mexico	658078	05/31/00	Registered
SPACE IMAGING	Myanmar	IV/2093/2002	04/18/02	Registered
SPACE IMAGING and design	Myanmar	IV/2094/2002	04/19/02	Registered
SPACE IMAGING and design	Saudi Arabia	635/12	08/03/02	Registered
SPACE IMAGING and design	Saudi Arabia	635/52	08/03/02	Registered
SPACE IMAGING	Singapore	T95/01222G	10/19/94	Registered
SPACE IMAGING	Singapore	T95/01223E	10/19/94	Registered
SPACE IMAGING	Singapore	T95/01224C	10/19/94	Registered
SPACE IMAGING and design	Singapore	T95/01225A	11/02/94	Registered
SPACE IMAGING and design	Singapore	T95/01226Z	11/02/94	Registered
SPACE IMAGING and design	Singapore	T95/01227H	11/02/94	Registered

<u>Mark</u>	<u>Country</u>	<u>Registration #/ Application No.</u>	<u>Registration Date/ Application Date</u>	<u>Status</u>
SPACE IMAGING	South Africa	95/04175	04/03/95	Registered
SPACE IMAGING	South Africa	95/04176	04/03/95	Registered
SPACE IMAGING	South Africa	95/04177	04/03/95	Registered
SPACE IMAGING and design	South Africa	95/04178	04/03/95	Registered
SPACE IMAGING and design	South Africa	95/04179	04/03/95	Registered
SPACE IMAGING and design	South Africa	95/04180	04/03/95	Registered
SPACE IMAGING	Spain	1945194	02/02/95	Registered
SPACE IMAGING	Spain	1945195	02/02/95	Registered
SPACE IMAGING	Spain	1945196	02/02/95	Registered
SPACE IMAGING and design	Spain	1945197	02/02/95	Registered
SPACE IMAGING and design	Spain	1945198	02/02/95	Registered
SPACE IMAGING and design	Spain	1945199	02/02/95	Registered
SPACE IMAGING	Taiwan	729951	10/01/96	Registered
SPACE IMAGING	Taiwan	723773	08/01/96	Registered
SPACE IMAGING	Taiwan	84910	09/16/96	Registered
SPACE IMAGING and design	Taiwan	726293	09/01/96	Registered
SPACE IMAGING	Thailand	KOR 181262	08/30/02	Registered
SPACE IMAGING	Thailand	KOR 180622	08/30/02	Registered
SPACE IMAGING	Thailand	BOR 19808	08/30/02	Registered
SPACE IMAGING and design	Thailand	KOR 182051	08/30/02	Registered
SPACE IMAGING and design	Thailand	KOR 180623	08/30/02	Registered
SPACE IMAGING and design	Thailand	BOR 19809	08/30/02	Registered
SPACE IMAGING	United Arab Emirates	39267	11/03/01	Registered
SPACE IMAGING and design	United Arab Emirates	36228	11/03/01	Registered
CARTERRA	Venezuela	P-233.101	08/27/01	Registered
CARTERRA	Venezuela	P-233.12	08/27/01	Registered
CARTERRA	Venezuela	S-17.248	08/27/01	Registered