

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
Vexcel Canada Inc.	FORMERLY Atlantis Scientific Inc.	12/31/2007	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	MDA Geospatial Services Inc.		
Doing Business As:	DBA MDA Geospatial		
Street Address:	13800 Commerce Parkway		
City:	Richmond		
State/Country:	BRITISH COLUMBIA		
Postal Code:	V6V 2J3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2177128	EARTHVIEW	
CORRESPONDENCE DATA			
Fax Number:	(604)231-2759		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	604-231-2359		
Email:	cmonsma@mdacorporation.com		
Correspondent Name:	Chad Monsma		
Address Line 1:	13800 Commerce Parkway		
Address Line 4:	Richmond, BRITISH COLUMBIA V6V 2J3		
NAME OF SUBMITTER:	Chad Monsma		
Signature:	/chad monsma/		
Date:	03/10/2008		

Total Attachments: 4

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GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT dated for reference the 31st day of December, 2007.

BETWEEN:

VEXCEL CANADA INC., a corporation duly incorporated under the laws of Ontario, having its offices at 20 Colonnade Rd., Suite 110, Ottawa, ON K2E 7M6

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

MDA GEOSPATIAL SERVICES INC., a Corporation duly incorporated under the laws of Canada, having its offices at 13800 Commerce Parkway, Richmond, BC V6V 2J3

(hereinafter called the "Parent")

OF THE SECOND PART

WHEREAS:

- A. The Parent is the sole shareholder of the Corporation;
- B. By a resolution of the shareholder of the Corporation passed the 28th day of December, 2007, it was resolved pursuant to section 237(b) of the Ontario *Business Corporations Act* that the Corporation be wound up voluntarily;
- C. The parties have agreed that the Corporation will distribute to the Parent and the Parent will receive, all the assets of the Corporation, and that the Parent will assume and discharge all the debts and liabilities of the Corporation;
- D. The parties desire to enter into this agreement.

NOW THEREFORE in consideration of the premises and the sum of one dollar and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Corporation hereby bargains, sells, assigns, conveys, transfers and sets over unto the Parent absolutely, all of the Corporation's properties, assets, effects, business and undertaking, real and personal, tangible and intangible, of whatsoever nature and kind and wheresoever situate, including, without limiting the generality of the foregoing, all its freehold

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lands, leasehold lands and interests in lands together with all buildings, structures erected thereon and all rights-of-way, appurtenances, benefits, easements, reversions, profits, rents and rights connected therewith or appurtenant thereto, and all plant, equipment, machinery, improvements and fixtures affixed thereto or forming part thereof, and all properties of a chattel nature of every kind and description and wheresoever situate and all interests therein, and all uncalled capital, and all goodwill, trademarks, processes, patents, patent rights, materials, supplies, inventories, stock-in-trade, motor vehicles, trucks, trailers, furniture, fixtures, equipment, implements, rents, revenues, incomes and sources of money, monies, rights, powers, privileges, benefits, immunities, contracts, agreements, indentures, covenants, leases, licences, book debts, accounts receivable, negotiable or non-negotiable instruments, judgments, rights of action, securities, policies, notes, guarantees, choses in action and all other property and things of value of every kind and nature, tangible or intangible, legal or equitable, which the Corporation may be possessed of or entitled to, and all estate, right, title and interest of the Corporation therein and thereto, and all benefit and advantage to be derived therefrom, TO HAVE AND TO HOLD unto the Parent forever.

2. The Parent hereby assumes, and hereby covenants and agrees to and with the Corporation to observe, perform, discharge and satisfy, all existing and future debts and liabilities of the Corporation of whatsoever nature and kind and howsoever arising, including without limitation debts and liabilities arising from agreements or dealings with third persons and whether such debts and liabilities were or are incurred alone or with others, and whether as principal or surety, and whether mature or not, and whether absolute or contingent.

3. The parties hereto covenant and agree with each other that each of them shall at all times hereafter, at the request of the other, execute and deliver all such further documents, deeds, instruments and assurances and do and perform all such further acts, as may be necessary to give full effect to the intent and meaning of this General Assignment and Assumption Agreement and without limiting the generality of the foregoing, the Corporation covenants and agrees to and with the Parent that the Corporation will at the request of the parent at all times and from time to time execute and deliver specific bills of sale, deeds, conveyances and assignments of all or any of the properties of the Corporation hereby sold, transferred and assigned to the Parent, whether such specific bills of sale, deeds, conveyances and assignments are required for the purposes of registration or otherwise.

4. It is expressly agreed between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this indenture shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.


5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

6. The parties expressly agree that this indenture and the covenants and transactions contained herein shall take effect on the date hereinbefore set out.

7. This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia.

IN WITNESS WHEREOF the parties have executed this agreement by their duly authorized officers.

VEXCEL CANADA INC.


Per: 

Authorized Signatory

MDA GEOSPATIAL SERVICES INC.

Per: 

Authorized Signatory

Per: 

Authorized Signatory