

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending Inc., as Administrative Agent		12/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Overwatch Systems, Ltd.
Street Address:	301 Camp Craft Rd.
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78520661	I3DM
Serial Number:	78520649	I3DM
Serial Number:	78520662	INTEGRATING PEOPLE THROUGH TECHNOLOGY FOR A SAFER WORLD
Serial Number:	78520652	INTELLIGENT 3D MAP
Serial Number:	78520657	ITSPATIAL
Serial Number:	78520646	ITSPATIAL KNOWLEDGE THROUGH VISUALIZATION
Registration Number:	2862519	INTERSCOPE
Registration Number:	2521037	ITSPATIAL
Registration Number:	2691027	VIO

CORRESPONDENCE DATA

Fax Number: (415)983-1200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-983-1274

CH \$240.00 78520661

Email: sftrademarks@pillsburylaw.com
Correspondent Name: Robert B. Burlingame
Address Line 1: P.O. Box 7880
Address Line 2: Calendar/Docketing Department
Address Line 4: San Francisco, CALIFORNIA 94120-7880

ATTORNEY DOCKET NUMBER:	005302/0000048/RBB
NAME OF SUBMITTER:	Robert B. Burlingame
Signature:	/Robert B. Burlingame/
Date:	03/19/2008

Total Attachments: 4
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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of Dec. 1, 2006 by BEAR STEARNS CORPORATE LENDING INC., as Administrative Agent ("Agent").

WHEREAS, Agent and ITspatial, Inc. ("the "Grantor"), entered into that certain Intellectual Property Security Agreement, dated as of June 20, 2005 (the "Intellectual Property Security Agreement");

WHEREAS, the Intellectual Property Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of the Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Intellectual Property Security Agreement on November 4, 2005 at Reel 3187, Frame 0956 in the United States Patent and Trademark Office; and

WHEREAS, the Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on:

(a) all of the Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of the Grantor's business connected with or symbolized by Trademarks; and

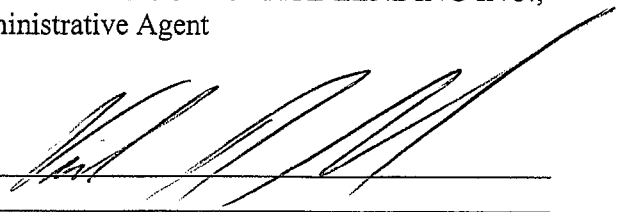
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of the Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be
duly executed as of the day and year first above written.

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: 
Name: _____
Title: VICTOR BULZACCHELLI
VICE PRESIDENT

[Signature Page to ITspatial, Inc. Release of Trademarks]

Schedule 1

Intellectual Property

Copyright, Patent and Trademark Filings				
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Jurisdiction</u>	<u>Applicant</u>	<u>Date of App./Reg.</u>
I3DM	Trademark App.No. 78520661	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
I3DM	Trademark App.No. 78520649	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
INTEGRATING PEOPLE THROUGH TECHNOLOGY FOR A SAFER WORLD	Trademark App.No. 78520662	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
Intelligent 3D Map	Trademark App.No. 78520652	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
ITSPATIAL	Trademark App.No. 78520657	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
ITspatial Knowledge Through Visualization	Trademark App.No. 78520646	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	November 21, 2004
Interscope	Trademark Reg. No. 2862519	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	July 13, 2004
ITSPATIAL	Trademark Reg. No. 2521037	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	December 18, 2001
VIO	Trademark Reg. No. 2691027	U.S.	ITspatial, Inc. (fka ITspatial, LLC)	February 25, 2003