

02-03-2009

Docket No.:



Tab settings

To the Honorable Commissioner of Patent

103546224

Attached original documents or copy thereof.

2009

1. Name of conveying party(ies):

DMTI Spatial Inc.
625 Cochrane Drive, Third Floor
Markham, Ontario L3R 9R9
Canada

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: MMV Financial Inc.
Internal Address: 22nd Floor
Street Address: 95 Wellington Street West
City: Toronto, Ontario M5J 2N7 Canada
State: State ZIP: ZIP

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

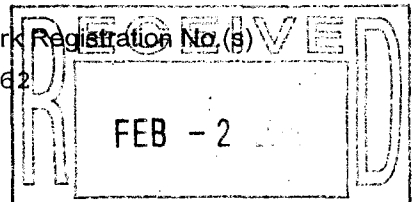
Execution Date: December 24, 2008

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,155,462



Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: M. Stephen Georgas, Miller Thomson LLP
Internal Address: 5800, 40 King Street West
Toronto, Ontario, M5H 3S1 Canada

Street Address:

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02/02/2009 DBYRNE 00000096 2155462
01 FC:0521

40.00 04

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

M. Stephen Georgas
Name of Person Signing

M. Stephen Georgas
Signature

Jan. 20, 2009
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 003931 FRAME: 0386

PAYOUT AND AUTHORIZATION TO DISCHARGE

MMV Financial Inc. ("MMV") hereby acknowledges and agrees that payment to be made by DMTI SPATIAL INC. ("DMTI") to MMV in the amount of CDN\$333,829.71, together with per diem interest of CDN\$201.21 after December 31, 2008 (collectively, the "Payout Amount"), will completely fulfill and discharge all covenants and obligations of DMTI and its affiliates in favour of MMV with respect to certain credit facilities established pursuant to an amended and restated credit agreement between MMV and DMTI, dated as of the 21st day of June, 2005 (the "Credit Agreement").

Accordingly, MMV and DMTI hereby agree that, upon payment by DMTI and receipt by MMV of the Payout Amount, and in consideration thereof:

1. The Credit Agreement and all security entered into pursuant thereto shall be immediately terminated and of no further force or effect.
2. Each of MMV and DMTI shall be released and forever discharged of and from all actions, causes of action, suits, duties, debts, accounts, bonds, covenants, contracts, claims and demands whatsoever that any of MMV or DMTI now has or hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the date hereof and in particular, without in any way limiting the generality of the foregoing, in respect of all claims for money advanced pursuant to the Credit Agreement.
3. DMTI and its counsel, shall be entitled, at its own expense, from time to time to do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances, and all discharges, financing change statements and similar notices, reasonably necessary or proper for the discharge of any and all security interest(s) in favour of MMV pursuant to the Credit Agreement, and for such purposes, MMV does hereby irrevocably appoint DMTI and its counsel, the true and lawful attorney-in-fact of MMV with full power of substitution, for it and in its name to execute any discharge statements or financing change statements in any applicable jurisdiction, with full power of substitution. The power and authority hereby given and granted shall be deemed coupled with an interest and not revocable by any party.
4. Miller Thomson LLP shall be authorized to release and return to DMTI the Deposit Material as defined in the Source Code Escrow Agreement dated June 21, 2005 between the undersigned and such Agreement shall be of no further force or effect.
5. This Payout and Authorization to Discharge may be executed in counterpart and all of such counterparts taken together shall constitute one and the same instrument. Each of the parties agrees to accept executed copies of this instrument transmitted by facsimile or other electronic means and any copy of this instrument so executed and delivered shall be treated as valid and binding for all purposes.

GA

- 2 -

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Payout and Authorization to Discharge as of the 24th day of December, 2008.

MMV FINANCIAL INC.

By: [Signature]
Name: M. K. KELAND
Title: CEO/CTO

DMTI SPATIAL INC.

By: [Signature]
Name: Glenor Pitters
Title: EVP Special Projects

GP

DMTI SPATIAL INC.

TRADE MARKS

TRADE MARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
CANMAP	Canada	TMA477662	June 12,1997
CANMAP	United States	2,155,462	May 5, 1998