

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Re-recording of Trademark Security Interest originally filed at Reel 3980 Frame 450 reflecting the following revision to Schedule 1: the International Register Trademark for "CITYSPHERE" should also include the designation of Switzerland

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIGITALGLOBE, INC.		04/28/2009	CORPORATION: DELAWARE
DG CONSENTS SUB, INC.		04/28/2009	CORPORATION: DELAWARE
DIGITALGLOBE INTERNATIONAL, INC.		04/28/2009	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	950 17th Street
Internal Address:	Corporate Trust Services
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2626153	AGROWATCH
Registration Number:	2484701	DIGITALGLOBE
Registration Number:	2264047	DIGITALGLOBE
Registration Number:	2136168	DIGITALGLOBE
Registration Number:	2653714	DIGITALGLOBE
Registration Number:	2487069	DIGITALGLOBE.COM
Registration Number:	2470721	SECONDS ON ORBIT
Registration Number:	2385734	SOO
Registration Number:	2593257	PHOTOMAPPER

OP \$615.00 2626153

Registration Number:	3045063	PHOTOMAPPER
Registration Number:	2641758	GLOBEXPLORER
Registration Number:	2622870	GLOBEXPLORER
Registration Number:	2601127	WE TAKE YOU THERE
Registration Number:	2798866	MAPHANDLER
Registration Number:	2732059	IMAGEBUILDER
Registration Number:	2693439	IMAGECONNECT
Registration Number:	2739552	AIRPHOTOUSA
Registration Number:	2757982	AIRPHOTOUSA
Registration Number:	2757985	AIRPHOTOUSA
Registration Number:	2778943	AIRPHOTOUSA
Registration Number:	3269424	CITYSPHERE
Serial Number:	77412508	IMAGECONNECT
Serial Number:	77412537	IMAGEBUILDER
Serial Number:	77430701	IMAGEATLAS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34329
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/08/2009

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Licenses)

WHEREAS, DigitalGlobe, Inc., a Delaware corporation located at 601 Dry Creek Drive, Suite 260, Longmont, CO 80503 (the “**Company**”), each of the Subsidiaries of the Company identified under the caption “GUARANTORS” on the signature pages hereto and each entity that becomes a Subsidiary of the Company after the date hereof (the “**Guarantors**”; and, together with the Company, collectively, the “**Grantors**”) own, or in the case of Licenses are a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantors and U.S. Bank National Association, as trustee (the “**Trustee**”), have entered into that certain indenture dated as of April 28, 2009 (the “**Indenture**”), pursuant to which the Company has issued \$355,000,000 in aggregate principal amount of 10.5% Senior Secured Notes due 2014; and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 28, 2009 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Grantors and U.S. Bank, National Association, a national banking association organized under the laws of the United States located at 950 17th Street, Denver, CO 80202, as Collateral Agent for the benefit of the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Grantors have secured certain of their obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in certain property of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee for itself and for the benefit of the Secured Parties, to secure the due and prompt payment and performance by the Grantors of the Secured Obligations, a continuing security interest in and Lien on such Grantors’ right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or hereafter acquired by such Grantor, wherever located and whether now or hereafter existing or arising:

- (i) all of such Grantor's trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, domain names, product configurations, trade names, business

names, corporate names and other source identifies, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and application for registration thereof, including, without limitation, the trademark registrations and trademark applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time), and all other marks registered in the United States Patent and Trademark Office (the “PTO”) or in any office or agency of any state or territory of the United States or any foreign country (but excluding any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 or Section 1(c) or Section 1(d) of the Security Agreement), and all rights therein provided by international treaties or conventions, all renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(ii) each License to which the Grantors are a party; *provided* that to the extent that the consent of any other party to any of the Licenses is required, under the terms thereof, for the collateral assignment thereof, or to the extent that any of the Licenses otherwise prohibit the creation of a security interest therein, then this Trademark Security Agreement shall not affect any collateral assignment of (or otherwise be applied so as to cause a default under) such Licenses; and

(iii) all Proceeds, products, offspring, rents, profits, royalties, revenues, issues, income, benefits, accessions, additions, substitutions and replacements of and to any of the foregoing property of such Grantor (including, without limitation, all causes of action, claims, warranties and guaranties now or hereafter held by any Grantor in respect of any of the items listed above).


Each Grantor hereby irrevocably appoints the Grantee as such Grantor’s attorney-in-fact, effective at all times subsequent to the occurrence of an Event of Default, and during the continuance thereof, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, to take any action and to execute any instrument which the Grantee may deem necessary or advisable to accomplish the purpose of this Trademark Security Agreement, in accordance with the Security Agreement. Each Grantor ratifies and approves all acts of such attorney-in-fact. The power conferred on the Grantee hereunder is solely to protect the Grantee’s and the other Secured Parties’ interests in the Trademark Collateral and shall not impose any duty upon the Grantee to exercise such power. This power of attorney is coupled with an interest and may not be

revoked by any Grantor while any Secured Obligations are owing to the Grantee or the other Secured Parties.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. Capitalized terms used but not defined herein have the meanings ascribed to them in the Security Agreement.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of April, 2009.

DIGITALGLOBE, INC.

By: 
Name: Yancey L. Spruill
Title: Executive Vice President, Chief
Financial Officer and Treasurer
DigitalGlobe, Inc.
1601 Dry Creek Drive
Suite 260
Longmont, CO 80503

DG CONSENTS SUB, INC.

By: _____
Name: Erwin Sontani
Title: Corporate Officer and Secretary
1601 Dry Creek Drive
Suite 260
Longmont, CO 80503

**DIGITALGLOBE INTERNATIONAL,
INC.**

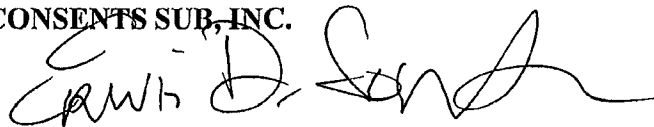
By: _____
Name: Erwin Sontani
Title: Corporate Officer and Secretary
1601 Dry Creek Drive
Suite 260
Longmont, CO 80503

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23rd day of April, 2009.

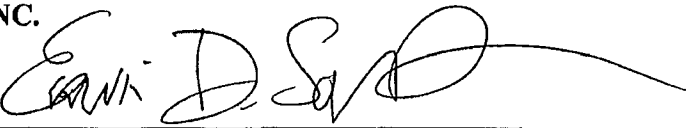
DIGITALGLOBE, INC.

By: _____
Name: Yancey L. Spruill
Title: Executive Vice President, Chief
Financial Officer and Treasurer
DigitalGlobe, Inc.
1601 Dry Creek Drive
Suite 260
Longmont, CO 80503

DG CONSENTS SUB, INC.

By: 
Name: Erwin Sontani
Title: ~~Corporate Officer~~ and Secretary
1601 Dry Creek Drive EDS
Suite 260
Longmont, CO 80503

**DIGITALGLOBE INTERNATIONAL,
INC.**

By: 
Name: Erwin Sontani
Title: ~~Corporate Officer~~ and Secretary
1601 Dry Creek Drive EDS
Suite 260
Longmont, CO 80503

Acknowledged:

**U.S. BANK NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 

Name: Leland Hansen
Title: Vice President

**Schedule 1
to Trademark Security Agreement**

DigitalGlobe, Inc. Trademark Registrations and Applications

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
U.S.	AGROWATCH	24-Sep-2002	2626153	DigitalGlobe, Inc.	Registered (Cancellation pending)
U.S.	DIGITALGLOBE	04-Sep-2001	2484701	DigitalGlobe, Inc.	Registered
U.S.	DIGITALGLOBE	27-Jul-1999	2264047	DigitalGlobe, Inc.	Registered
U.S.	DIGITALGLOBE	10-Feb-1998	2136168	DigitalGlobe, Inc.	Registered
Australia	DIGITALGLOBE	16-Aug-2000	846643	DigitalGlobe, Inc.	Registered
China	DIGITALGLOBE	21-Feb-2006	3763654	DigitalGlobe, Inc.	Registered
China	DIGITALGLOBE	28-Aug-2005	3763655	DigitalGlobe, Inc.	Registered
CTM	DIGITAL GLOBE	18-Oct-2001	1819200	DigitalGlobe, Inc.	Registered
CTM	DIGITALGLOBE and Design	20-Aug-2002	2250983	DigitalGlobe, Inc.	Registered
China	DIGITALGLOBE (Chinese Characters)	21-Feb-2006	3763652	DigitalGlobe, Inc.	Registered
U.S.	DIGITALGLOBE and Design	26-Nov-2002	2653714	DigitalGlobe, Inc.	Registered
Japan	DIGITALGLOBE and Design	26-Jul-2002	4589214	DigitalGlobe, Inc.	Registered
China	DIGITALGLOBE and Design	07-Apr-2006	3763626	DigitalGlobe, Inc.	Registered
China	DIGITALGLOBE and Design	28-Aug-2005	3763627	DigitalGlobe, Inc.	Registered
U.S.	DIGITALGLOBE.COM	11-Sep-2001	2487069	DigitalGlobe, Inc.	Registered
CTM	DIGITALGLOBE.COM	23-May-2001	1531631	DigitalGlobe, Inc.	Registered

Schedule I to Trademark Security Agreement

(NY) 14017675/COLLATERAL/Execution.Coppy.Trademark.security.agmt.doc

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
Japan	DIGITALGLOBE.COM	25-May-2001	4477658	DigitalGlobe, Inc.	Registered
U.S.	SECONDS ON ORBIT	17-Jul-2001	2470721	DigitalGlobe, Inc.	Registered
U.S.	SOO	12-Sep-2000	2385734	DigitalGlobe, Inc.	Registered
U.S.	PHOTOMAPPER	09-Jul-2002	2593257	DigitalGlobe, Inc.	Registered
U.S.	PHOTOMAPPER	17-Jan-2006	3045063	DigitalGlobe, Inc.	Registered
U.S.	GLOBEXPLORER	29-Oct-2002	2641758	DigitalGlobe, Inc.	Registered
U.S.	GLOBEXPLORER and Design	24-Sep-2002	2622870	DigitalGlobe, Inc.	Registered
U.S.	WE TAKE YOU THERE	30-Jul-2002	2601127	DigitalGlobe, Inc.	Registered (Cancellation pending)
U.S.	MAPHANDLER	23-Dec-2003	2798866	DigitalGlobe, Inc.	Registered
U.S.	IMAGEBUILDER and Design	01-Jul-2003	2732059	DigitalGlobe, Inc.	Registered
U.S.	IMAGECONNECT and Design	04-Mar-2003	2693439	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA	22-Jul-2003	2739552	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA	02-Sep-2003	2757982	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA and Design	02-Sep-2003	2757985	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA and Design	04-Nov-2003	2778943	DigitalGlobe, Inc.	Registered
International Register	CITYSPHERE	01-Sep-2005	874962	DigitalGlobe, Inc.	Registered
Australia					
China					
Japan					
Norway					
Switzerland					

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Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
Brazil	CITYSPHERE	05-Sep-2005	(827738765)	DigitalGlobe, Inc.	Pending
Brazil	CITYSPHERE	12-Aug-2008	827738773	DigitalGlobe, Inc.	Registered
Brazil	CITYSPHERE	12-Aug-2008	827738781	DigitalGlobe, Inc.	Registered
Canada	CITYSPHERE	02-Sep-2005	(1270895)	DigitalGlobe, Inc.	Pending
CTM	CITYSPHERE	14-Sep-2006	4570966	DigitalGlobe, Inc.	Registered
Mexico	CITYSPHERE	09-Dec-2005	913135	DigitalGlobe, Inc.	Registered
Mexico	CITYSPHERE	09-Dec-2005	913136	DigitalGlobe, Inc.	Registered
Mexico	CITYSPHERE	09-Dec-2005	913137	DigitalGlobe, Inc.	Registered
New Zealand	CITYSPHERE	03-Mar-2006	735208	DigitalGlobe, Inc.	Registered
Russia	CITYSPHERE	08-Dec-2006	317876	DigitalGlobe, Inc.	Registered
Thailand	CITYSPHERE	05-Sep-2005	602209	DigitalGlobe, Inc.	Registered
Thailand	CITYSPHERE	05-Sep-2005	602210	DigitalGlobe, Inc.	Registered
Thailand	CITYSPHERE	05-Sep-2005	602211	DigitalGlobe, Inc.	Registered
South Africa	CITYSPHERE	02-Sep-2005	(2005/18433)	DigitalGlobe, Inc.	Pending
South Africa	CITYSPHERE	02-Sep-2005	(2005/18434)	DigitalGlobe, Inc.	Pending
South Africa	CITYSPHERE	02-Sep-2005	(2005/18435)	DigitalGlobe, Inc.	Pending
U.S.	CITYSPHERE	24-Jul-2007	3269424	DigitalGlobe, Inc.	Registered
International Register	IMAGECONNECT	03-Sep-2008	980681	DigitalGlobe, Inc.	Registered
Australia					
China					
CTM					
Japan					

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Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
Russia Singapore					
U.S.	IMAGECONNECT	(04-Mar-2008)	(77/412,508)	DigitalGlobe, Inc.	Pending
India	IMAGECONNECT	(04-Sep-2008)	(1728456)	DigitalGlobe, Inc.	Pending
U.S.	IMAGEBUILDER	(04-Mar-2008)	(77/412,537)	DigitalGlobe, Inc.	Pending
India	IMAGEBUILDER	(04-Sep-2008)	(1728455)	DigitalGlobe, Inc.	Pending
International Register	IMAGEBUILDER	03-Sep-2008	983003	DigitalGlobe, Inc.	Registered
Australia China CTM Japan Russia Singapore					
U.S.	IMAGEATLAS	(25-Mar-2008)	(77/430,701)	DigitalGlobe, Inc.	Pending
India	IMAGEATLAS	(07-Oct-2008)	(1741140)	DigitalGlobe, Inc.	Pending
International Register	IMAGEATLAS	24-Sep-2008	991033	DigitalGlobe, Inc.	Registered
Australia China CTM Japan Russia Singapore					