

USPTO

12/18/2010 6:54:35 AM PAGE 4/013 Fax Server

TO: LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FL

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.111/16/2010
900177564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GeosEye Imagery Collection Systems Inc.		10/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB		
Street Address:	50 S. Sixth St, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	federal savings bank: <i>United States</i>		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3370534	GEOEYE	
Registration Number:	2091118	ORBVIEW	
Registration Number:	1700341	TRIFID	
Registration Number:	1698907	TRIFID	
Registration Number:	2039409	ORBIMAGE	
Registration Number:	3529980	GEOEYE	
Registration Number:	3470977	SEE THE WORLD	
Registration Number:	3845085	GEOEYE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdoeket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		

OP \$215.00 3370534

700452852

TRADEMARK
REEL: 004443 FRAME: 0267

USPTO

12/18/2010 6:54:35 AM PAGE 5/013 Fax Server

TO: LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FL

Address Line 1:	650 Town Center Dr, 20th fl
Address Line 2:	(029043-0056)
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	(029043-0056)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	11/18/2010
Total Attachments: 8 source=TM2#page1.tif source=TM2#page2.tif source=TM2#page3.tif source=TM2#page4.tif source=TM2#page5.tif source=TM2#page6.tif source=TM2#page7.tif source=TM2#page8.tif	

USPTO

12/18/2010 6:54:35 AM PAGE 6/013 Fax Server

TO: LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FL

Execution Version

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 8, 2010, is made by GeoEye Imagery Collection Systems Inc. (f/k/a Orbimage Inc.), a Delaware corporation, located at 2711 Centerville Road, Suite 400, New Castle County, Wilmington, Delaware 19808 (the "Grantor"), in favor of Wilmington Trust FSB, a federal savings bank, located at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, as Collateral Trustee (the "Collateral Trustee") for the Secured Parties under the Collateral Trust Agreement, dated as of October 8, 2010 (the "Collateral Trust Agreement"), among GeoEye, Inc. ("Issuer"), the other Grantors, the Collateral Trustee, Wilmington Trust FSB as the Trustee and the other representatives and parties from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantor, the Issuer, the other grantors, the Trustee and Collateral Trustee, are parties to the Indenture dated as of October 8, 2010 (as amended, supplemented, waived, or otherwise modified from time to time, the "Indenture"), pursuant to which, as of the date hereof, the Issuer has issued \$125,000,000 in aggregate principal amount of its 8.625% Senior Secured Notes due 2016 (the "Notes").

WHEREAS, the Collateral Trust Agreement sets forth the terms on which each Secured Party (as defined below) has appointed the Collateral Trustee as trustee for the present and future holders of the Secured Obligations (as defined below) to receive, hold, maintain, administer and distribute the Collateral at any time delivered to the Collateral Trustee and to enforce the Security Documents (as defined below), including this Agreement, and all interests, rights, powers and remedies of the Collateral Trustee in respect thereof or thereunder and the proceeds thereof.

WHEREAS, it is a condition precedent to the issuance of the Notes and any Additional Secured Debt (as defined below) that the Grantor shall have entered into this Agreement in order to grant to the Collateral Trustee for the benefit of the registered holders of the outstanding Notes (the "Note Holders") and other Secured Parties a security interest in the Intellectual Property Collateral (as defined in Section 2). The Grantor will derive substantial direct and indirect benefit from the transactions contemplated by the Secured Obligation Documents (as defined below).

WHEREAS, in connection with the Indenture and the other Secured Obligation Documents, the Issuer and certain Subsidiaries have executed and delivered a Security Agreement, dated as of October 8, 2010, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Trustee for the benefit of the Collateral Trustee and the Secured Parties

USPTO

12/18/2010 6:54:35 AM

PAGE 7/013

Fax Server

TO: LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY; 650 TOWN CENTER DR, 20TH FL

2

described therein a continuing security interest in all Intellectual Property Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Trustee and the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Intellectual Property Collateral"), to the Collateral Trustee for its benefit and the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Section 6. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Agreement, (i) the Liens and security interests granted to the Collateral Trustee pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the First Priority Representative for the benefit of the First Priority Secured Parties (as defined in the Intercreditor Agreement), and (ii) the exercise of any right or remedy

USPTO

12/18/2010 6:54:35 AM PAGE 8/013 Fax Server

TO:LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY:650 TOWN CENTER DR, 20TH FL

3

by the Collateral Trustee hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Collateral Trustee (and the Secured Parties) shall be subject to the terms of the Intercreditor Agreement, and, with respect to any Collateral, until the occurrence of the First Priority Obligations Payment Date (as such term is defined in the Intercreditor Agreement), any obligation of any Grantor hereunder or under any other Security Document with respect to the delivery or control of any Collateral, the notation of lien on any bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be deemed to be satisfied if such Grantor complies with the requirements of the similar provision of the applicable First Priority Document (as such term is defined in the Intercreditor Agreement). Until the occurrence of the First Priority Obligations Payment Date, the delivery of any Collateral to, or the control (as defined in the UCC) of any Collateral by, the First Priority Representative (as such term is defined in the Intercreditor Agreement) pursuant to the First Priority Documents shall satisfy any delivery or control requirement hereunder or under any other Security Document

[Remainder of page intentionally left blank]

USPTO

12/18/2010 6:54:35 AM PAGE 9/013 Fax Server

TO: LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers thereunto duly authorized as of the day
and year first above written.

GeoEye Imagery Collection Systems Inc.

By: 

Name: William L. Warren

Title: Senior Vice President, General Counsel

Date: & Secretary

Wilmington Trust FSB,
as Collateral Agent

By: _____

Name:

Title:

Date:

Signature page to Grant of Security Interest in Trademark Rights

USPTO

12/18/2010 6:54:35 AM PAGE 10/013 Fax Server


TO:LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY:650 TOWN CENTER DR, 20TH FL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GeoByte Imagery Collection Systems Inc.

By: _____
Name:
Title:
Date:

Wilmington Trust FSB,
as Collateral Trustee

By: 
Name: Jane Schweiger
Title: Vice President
Date: October 8, 2010

Signature page to Grant of Security Interest in Trademark rights

USPTO

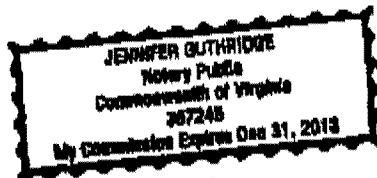
12/18/2010 6:54:35 AM PAGE 11/013 Fax Server

TO: LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR., 20TH FL

ACKNOWLEDGMENT OF GEOEYE IMAGERY COLLECTION SYSTEMS INC.

STATE OF Virginia)
COUNTY OF Loudoun) ss

On the 6th day of October, 2010, before me personally came William L. Warren, who is personally known to me to be the SVP, General Counsel of GeoEye Imagery Collection Systems Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the SVP, General Counsel of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Jennifer Guthridge
Notary Public

(PLACE STAMP AND SEAL ABOVE)

USPTO

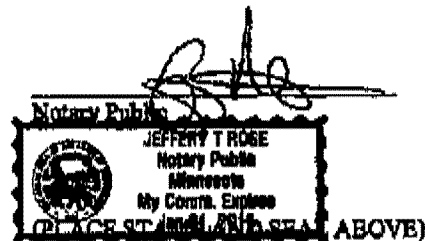
12/18/2010 6:54:35 AM PAGE 12/013 Fax Server

TO:LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY:650 TOWN CENTER DR, 20TH FL

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

On the 7th day of October, 2010, before me personally came Jane Schwalger, who is personally known to me to be the Vice President of Wilmington Trust FSB, a federal savings bank; who, being duly sworn, did depose and say that she is the Vice President of such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.



TRADEMARK

REEL: 004443 FRAME: 0275

USPTO

12/18/2010 6:54:35 AM PAGE 13/013 Fax Server

TO: LATHAM & WATKINS LLP, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FL

2

SCHEDULE A**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

Title	App./Reg. No.
GEOEYE AND DESIGN	3,370,534
ORBVIEW	2,091,116
TRIFID	1,700,341
TRIFID AND DESIGN	1,698,907
ORBIMAGE	2,039,409
GEOEYE	3,529,980
SEE THE WORLD	3,470,977
EYEQ	77/870723
EYEON	77/870725
EYEQ AND DESIGN	85/069106
GEOEYE AND DESIGN	3,845,085

509335-1612-11596-Add'l 12/14/00