

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DigitalGlobe, Inc.		10/12/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JP Morgan Chase Bank, N.A.
<b>Street Address:</b>	2200 Ross Avenue, 3rd Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201-2787
<b>Entity Type:</b>	Bank: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
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
Registration Number:	3045063	PHOTOMAPPER
Registration Number:	2641758	GLOBEXPLORER
Registration Number:	2622870	GLOBEXPLORER
Registration Number:	2693439	IMAGECONNECT
Registration Number:	3269424	CITYSPHERE
Registration Number:	3614695	IMAGECONNECT

**OP \$390.00 2484701**

Registration Number:

3633829

IMAGEBUILDER

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512

Phone: 202 370 4761

Email: tfahey@nationalcorp.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F136141

NAME OF SUBMITTER:

Joshua D. Hendricks

Signature:

/Joshua D. Hendricks/

Date:

10/13/2011

**Total Attachments: 8**

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SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
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
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

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Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
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.	IMAGECONNECT and Design	04-Mar-2003	2693439	DigitalGlobe, Inc.	Registered
International Register	CITYSPHERE	01-Sep-2005	874962	DigitalGlobe, Inc.	Registered
Australia					
Japan					
Norway					
Switzerland					
Brazil	CITYSPHERE	29-Jun-2010	827738765	DigitalGlobe, Inc.	Registered
Brazil	CITYSPHERE	12-Aug-2008	827738773	DigitalGlobe, Inc.	Registered
Brazil	CITYSPHERE	12-Aug-2008	827738781	DigitalGlobe, Inc.	Registered
Canada	CITYSPHERE	13-Sep-2010	TMA 776987	DigitalGlobe, Inc.	Registered
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	Kor.251368	DigitalGlobe, Inc.	Registered
Thailand	CITYSPHERE	05-Sep-2005	Kor.246341	DigitalGlobe, Inc.	Registered
Thailand	CITYSPHERE	05-Sep-2005	Bor.32065	DigitalGlobe, Inc.	Registered

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Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
South Africa	CITYSPHERE	27-Jan-2009	2005/18433	DigitalGlobe, Inc.	Registered
South Africa	CITYSPHERE	30-Nov-2009	2005/18434	DigitalGlobe, Inc.	Registered
South Africa	CITYSPHERE	27-Jan-2009	2005/18435	DigitalGlobe, Inc.	Registered
U.S.	CITYSPHERE	24-Jul-2007	3269424	DigitalGlobe, Inc.	Registered
International Register	IMAGECONNECT	03-Sep-2008	980681	DigitalGlobe, Inc.	Registered
Australia CTM Japan Russia Singapore					
U.S.	IMAGECONNECT	05-May-2009	3614695	DigitalGlobe, Inc.	Registered
U.S.	IMAGEBUILDER	09-Jun-2009	3633829	DigitalGlobe, Inc.	Registered
International Register	IMAGEBUILDER	03-Sep-2008	983003	DigitalGlobe, Inc.	Registered
China CTM Russia					

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**ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT dated as of October 12, 2011, (this “**Assignment and Assumption**”) is made by U.S. Bank National Association (“**US Bank**”), as assignor, and JPMorgan Chase Bank, N.A. (“**JPMCB**”), as assignee.

WHEREAS, reference is made to that certain (i) Security Agreement dated as of April 28, 2009 (as amended and/or supplemented from time to time, the “**Security Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined) among the Grantors and US Bank, as Collateral Agent for the benefit of the Secured Parties, and (ii) Trademark Security Agreement, dated as of April 28, 2009 (as amended and/or supplemented from time to time, the “**Trademark Security Agreement**”), among the Grantors and US Bank, as Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have secured certain of their obligations by granting to the Collateral Agent for the benefit of the 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).

WHEREAS, pursuant to Trademark Security Agreement, the Grantors pledged and granted to the Collateral Agent 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 1 hereto (as such Schedule 1 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);

WHEREAS the Trademark Security Agreement was originally recorded with the PTO on April 30, 2009 on Reel 003980, Frame 0450 and re-recorded with the PTO on May 8, 2009 on Reel 003984, Frame 0598;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

Capitalized terms used but not defined herein have the meanings ascribed to them in the Security Agreement or Trademark Security Agreement as applicable.

US Bank hereby irrevocably, absolutely and unconditionally assigns to JPMCB without recourse and without any representation or warranty of any kind, nature or description, and JPMCB hereby assumes from US Bank, the interest in and to US Bank's rights and obligations under the Trademark Security Agreement, including, without limitation, the continuing security interest in and Lien on such Grantors' right, title and interest in and to the Trademark Collateral, including the Trademarks set forth on Schedule 1 hereto, as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption shall be the date of execution by all parties (the "**Effective Date**").

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.

[signature pages follow]



IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed on the date first set forth above.

**U.S. BANK NATIONAL  
ASSOCIATION, as assignor**

By: 

Name: *Leland Hansen*  
Title: *Vice President*

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

**TRADEMARK  
REEL: 004640 FRAME: 0798**

JPMORGAN CHASE BANK, N.A., as  
assignee

By: \_\_\_\_\_

  
Name: Gregory T. Martin  
Title: Vice President

[Signature Page to Assignment and Assumption of Trademark Security Agreement]