

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| American Cadastre, L.L.C. | | 04/07/2011 | LIMITED LIABILITY COMPANY: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank | | |
| Street Address: | 3003 Tasman Drive | | |
| City: | Santa Clara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3863330 | ROAM | |
| Registration Number: | 3344032 | AMCAD | |
| Registration Number: | 3813635 | AICMS | |
| Serial Number: | 85207849 | EUNIVERSA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (302)636-5454 | | |
| Phone: | 202-408-3121 x2348 | | |
| Email: | jpaterso@cscinfo.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue NW, Suite 430 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |

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**TRADEMARK
 REEL: 004676 FRAME: 0458**

| | |
|--|------------|
| Signature: | /jep/ |
| Date: | 12/12/2011 |
| Total Attachments: 7 source=12-12-11 American Cadastre-TM#page1.tif source=12-12-11 American Cadastre-TM#page2.tif source=12-12-11 American Cadastre-TM#page3.tif source=12-12-11 American Cadastre-TM#page4.tif source=12-12-11 American Cadastre-TM#page5.tif source=12-12-11 American Cadastre-TM#page6.tif source=12-12-11 American Cadastre-TM#page7.tif | |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AMERICAN CADASTRE, L.L.C.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Virginia

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 7, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SILICON VALLEY BANK

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA Zip: 95054

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached

B. Trademark Registration No.(s)
See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached

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

Name: Jackie Billard

Internal Address: Riemer & Braunstein LLP

Street Address: 3 Center Plaza

City: Boston

State: MA Zip: 02108

Phone Number: (617) 880-3494

Fax Number: (617) 880-3456

Email Address: jbillard@riemerlaw.com

6. Total number of applications and registrations involved:**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jackie M. Billard
Signature

12/12/11

Date

Jackie Billard

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of April 7, 2011, by and between **AMERICAN CADASTRE, L.L.C.**, a Virginia limited liability company, with its principal place of business at 220 Spring Street, Suite 150, Herndon, Virginia 20170 ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of December 20, 2010 (as amended, the "IP Agreement") in favor of Bank, pursuant to which the Grantor pledged, granted a security interest in favor of Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of Bank.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits. Exhibit A, Exhibit B, Exhibit C and Exhibit D to the IP Agreement are hereby substituted with the Exhibit A, Exhibit B, Exhibit C and Exhibit D, respectively, annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. As required by the Loan Agreement, the Grantor shall reimburse Bank for the legal fees and expenses incurred in connection with the preparation of this Amendment.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

AMERICAN CADASTRE, L.L.C.

By: Edward Berke

Name: Edward Berke

Title: CFO

"Bank"

SILICON VALLEY BANK

By: Kristan M. O'Connor

Name: Kristan M. O'Connor

Title: Senior Advisor

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| AMCAD integrated Case Management System (AiCMS) | TX 0007-140-678 | 11/9/2009 |
| AiJMS AMCAD Integrated Jail Management System | TX 0007-242-657 | 04/19/2010 |
| AiLIS AMCAD Integrated Land Information System | TX 0007-233-724 | 9/28/2010 |
| AiCS AmCAD Integrated Capture System | TX 0007-222-386 | 9/28/2010 |
| AmRedact | TX 0007-323-700 | 12/17/2010 |
| eUniversa | TX 0007-351-477 | 12/17/2010 |

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|------------------------------------|---|---|
| ROAM Rapid Online Access Method | 3,863,330 | 10/19/2010 |
| AMCAD - American Cadastre | 3,344,032 | 11/27/2007 |
| AiCMS | 3,813,635 | 7/6/2010 |
| eUniversa (pending) | 85207849 (Serial No.) | 12/30/2010 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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