

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### 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):

GeoEye Solutions Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 27, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: GMR Aerial Surveys, Inc.

Street Address: 523 Wellington Way, Suite 375

City: Lexington,

State: Kentucky

Country: United States Zip: 40503

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Kentucky
- 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) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

3519225

Additional sheet(s) attached?  Yes  No

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

MJ HARDEN

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

Name: Suzanne M. Hengl

Internal Address: 45th Floor

Street Address: 30 Rockefeller Plaza

City: New York

State: New York Zip: 10112

Phone Number: 212-408-2522

Docket Number: 075312.0116

Email Address: nytmdpt@bakerbotts.com

#### 6. Total number of applications and registrations involved:

1

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number 024377

Authorized User Name Suzanne Hengl

9. Signature: *Suzanne Hengl*  
Signature

June 27, 2012

Date

Suzanne M. Hengl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$40.00 024377 351922

**EXHIBIT C-2****FORM OF ASSIGNMENT OF TRADEMARK  
AND OTHER INTELLECTUAL PROPERTY (GEOEYE SOLUTIONS INC.)**

WHEREAS, GeoEye Solutions Inc., a Delaware corporation (hereinafter "Assignor"), except as set forth on Schedule A, is the owner of, and has the right to transfer free and clear of all liens, claims, and encumbrances, the trademark set forth on Schedule A of this Assignment (hereinafter referred to as the "Intellectual Property");

WHEREAS, GMR Aerial Surveys, Inc., a Kentucky corporation (hereinafter "Assignee"), desires to acquire all right, title, and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record.

NOW, THEREFORE, for good and valuable consideration the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers, and conveys unto Assignee all of its rights, title, and interest in and to the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property.

FURTHER, Assignor hereby covenants, agrees and undertakes, upon Assignee's reasonable request, to execute all confirmatory assignments, lawful oaths, and any other papers which Assignee may reasonably deem necessary or desirable for assigning to Assignee or for maintaining for Assignee the Intellectual Property. Assignee is responsible for all costs associated with maintenance of the Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Assignment as of June 27, 2012.

ASSIGNOR:

GEOEYE SOLUTIONS INC.

By: [Signature]

Name: William Warren

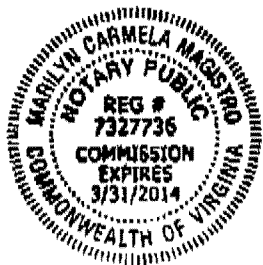
Title: Exec. Vice President & Secretary

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was subscribed, sworn to and acknowledged before me on June 20, 2012, by William L. Warren as Exec. V.P. & Secretary of GeoEye Solutions Inc., a Delaware corporation, for and on behalf of such company.

[Signature]  
Notary Public, State at Large  
My Commission Expires: March 31, 2014



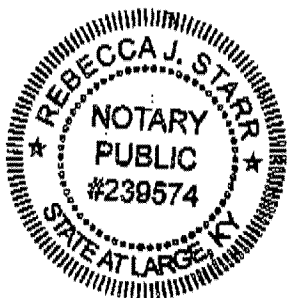
ASSIGNEE:

GMR AERIAL SURVEYS, INC.

By: G. Michael Ritchie  
Name: G. Michael Ritchie  
Title: President & CEO

STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me on June 14, 2012, by G. Michael Ritchie as President & CEO of GMR Aerial Surveys, Inc., a Kentucky corporation, for and on behalf of such company.



Rebecca J. Starr  
Notary Public, State at Large  
My Commission Expires: 10-26-2015

**SCHEDULE A****Intellectual Property**

**Registered Trademark:** MJ Harden, Registration Number 3519225 – currently registered to GeoEye Solutions Inc., an affiliate of M.J. Harden Associates, Inc., a Missouri corporation, to be assigned to Assignee in connection with this Assignment

The registered trademark is subject to security interests pursuant to the following indentures, which Assignor will have released prior to the assignment:

Indenture, dated as of October 9, 2009, among GeoEye, Inc., the Subsidiary Guarantors and The Bank of New York Mellon, as trustee and collateral agent, relating to the 9.625% Senior Secured Notes due 2015.

Indenture, dated as of October 8, 2010, among GeoEye, Inc., the Subsidiary Guarantors and Wilmington Trust FSB, as trustee and collateral trustee, relating to the 8.625% Senior Secured Notes due 2016.