

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GEODIGITAL SOLUTIONS, INC.		11/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CLEANTECH ALLIANCE DIRECT FUND, LP
Street Address:	33 South Sixth Street, Suite 4646
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2189781	MINIMAX
Registration Number:	2184687	STAKEOUT
Registration Number:	2605760	EASEOUT

CORRESPONDENCE DATA

Fax Number: 6127661600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-766-6911
 Email: susan.carlson@faegrebd.com
 Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP
 Address Line 1: 90 South 7th St Ste 2200
 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson

OP \$90.00 2189781

Date:

11/29/2012

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(GEODIGITAL SOLUTIONS, INC.)**

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of November 28, 2012, between **GEODIGITAL SOLUTIONS, INC.**, a Delaware corporation ("Grantor"), and **CLEANTECH ALLIANCE DIRECT FUND, LP**, a Delaware limited partnership, as lender ("Lender").

RECITALS

A. Lender has or will enter into certain financial accommodations with **GEODIGITAL INTERNATIONAL INC.**, a company existing under the Canada Business Corporations Act ("Geo Inc."), and **GEODIGITAL INTERNATIONAL CORP.**, a Delaware corporation ("Geo Corp."), and together with Geo Inc., collectively, the "Borrowers" and each, a "Borrower") pursuant to a Subordinated Loan Agreement made as of November 28, 2012, among Lender and Borrowers, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Lender has required Grantor to provide (i) a certain Security Agreement dated as of even date herewith between Grantor and Lender, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), and (ii) this Agreement to Lender, in each case, to secure the Secured Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement. All terms used without definition in this Agreement or in the Security Agreement shall have the meaning assigned to them in the Minnesota Uniform Commercial Code.

C. Grantor is financially interested in the affairs of each Borrower, and deems it advisable, desirable, and in the best interests of Grantors to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

GEODIGITAL SOLUTIONS, INC.
c/o GeoDigital International, Inc.
175 Longwood Road South, Suite 400A
Hamilton, Ontario L8P 0A1
Fax: 905-667-7203


Grantor:

GEODIGITAL SOLUTIONS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____


DEREK CARDY
SECRETARY

Address:

CleanTech Alliance Direct Fund, LP
North Sky Capital
33 South Sixth Street, Suite 4646
Minneapolis, MN 55402
Attention: Mike Pohlen
Telephone: 612-435-7190
Facsimile: 612-435-7191
Email: mpohlen@northskycapital.com

Lender:

CLEANTECH ALLIANCE DIRECT FUND, LP,
a Delaware limited partnership, as lender

By: North Sky Capital, LLC
Its: General Partner

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

GEODIGITAL SOLUTIONS, INC.
c/o GeoDigital International, Inc.
175 Longwood Road South, Suite 400A
Hamilton, Ontario L8P 0A1
Fax: 905-667-7203

Grantor:

GEODIGITAL SOLUTIONS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

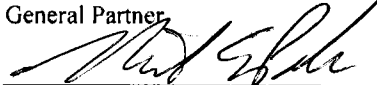
Address:

CleanTech Alliance Direct Fund, LP
North Sky Capital
33 South Sixth Street, Suite 4646
Minneapolis, MN 55402
Attention: Mike Pohlen
Telephone: 612-435-7190
Facsimile: 612-435-7191
Email: mpohlen@northskycapital.com

Lender:

CLEANTECH ALLIANCE DIRECT FUND, LP,
a Delaware limited partnership, as lender

By: North Sky Capital, LLC
Its: General Partner

By:  _____

Name: MIKE POHLEN

Title: MANAGING DIRECTOR

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Registrant	Mark	Filing Date	Serial No.	Registration No.	Registration Date
GeoDigital Solutions, Inc.	MINIMAX	8/15/1996	75150564	2,189,781	9/15/1998
GeoDigital Solutions, Inc.	STAKEOUT	8/15/1996	75150563	2,184,687	8/25/1998
GeoDigital Solutions, Inc.	EASEOUT	1/23/2001	76198277	2,605,760	8/6/2002