

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the (1) the Conveying Party, (2) to correct the property listing by adding trademarks, and (3) to modify the Nature of Conveyance previously recorded on Reel 004640 Frame 0790. Assignor(s) hereby confirms the Assignment and Assumption of Trademark Security Agreement.

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank, National Association		10/12/2011	Bank: CONNECTICUT

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	1111 Fannin, 10th Floor TX2-F138
<b>Internal Address:</b>	Attn: Evelyn Dixon
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	Bank: OHIO

<b>PROPERTY NUMBERS Total: 24</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2626153	AGROWATCH
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

OP \$615.00 2626153

Registration Number:	2622870	GLOBEXPLORER
Registration Number:	2601127	WE TAKE YOU THERE
Registration Number:	2798866	MAPHANDLER
Registration Number:	2732059	IMAGEBUILDER
Registration Number:	2693439	IMAGECONNECT
Registration Number:	2739552	AIRPHOTOUSA
Registration Number:	2757982	AIRPHOTOUSA
Registration Number:	2757985	AIRPHOTOUSA
Registration Number:	2778943	AIRPHOTOUSA
Registration Number:	3269424	CITYSPHERE
Serial Number:	77412508	IMAGECONNECT
Serial Number:	77412537	IMAGEBUILDER
Serial Number:	77430701	IMAGEATLAS

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2023704761  
Email: tfahey@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1100 G Street NW, Suite 420  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F143256
NAME OF SUBMITTER:	Katherine Stewart
Signature:	/Katherine Stewart/
Date:	01/28/2013

**Total Attachments: 11**

source=Trademark.SA.Assignment.correction.FILING.1.28.13#page3.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page4.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page5.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page6.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page7.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page8.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page9.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page10.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page11.tif  
source=Trademark.SA.Assignment.correction.FILING.1.28.13#page12.tif



<b>TRADEMARK ASSIGNMENT</b>
-----------------------------

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DigitalGlobe, Inc.		10/12/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2484701	DIGITALGLOBE	
<b>Registration Number:</b>	2264047	DIGITALGLOBE	
<b>Registration Number:</b>	2136168	DIGITALGLOBE	
<b>Registration Number:</b>	2653714	DIGITALGLOBE	
<b>Registration Number:</b>	2487069	DIGITALGLOBE.COM	
<b>Registration Number:</b>	2470721	SECONDS ON ORBIT	
<b>Registration Number:</b>	2385734	SOO	
<b>Registration Number:</b>	2593257	PHOTOMAPPER	
<b>Registration Number:</b>	3045063	PHOTOMAPPER	
<b>Registration Number:</b>	2641758	GLOBEXPLORER	

TRADEMARK

REEL: 004950 FRAME: 0644

Registration Number:	2622870	GLOBEXPLORER
Registration Number:	2693439	IMAGECONNECT
Registration Number:	3269424	CITYSPHERE
Registration Number:	3614695	IMAGECONNECT
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

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page2.tif

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page3.tif

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page4.tif

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page5.tif

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page6.tif

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page7.tif

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page8.tif

source=Trademark Security Agmt Assignment Assumption 10 12 2011#page9.tif

## RECEIPT INFORMATION

ETAS ID: TM216114

Receipt Date: 10/13/2011

Fee Amount: \$390

TRADEMARK

REEL: 004950 FRAME: 0645

**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

JPMORGAN CHASE BANK, N.A., as  
assignee

By:   
Name: Gregory T. Marini  
Title: Vice President

{Signature Page to Assignment and Assumption of Trademark Security Agreement}

**SCHEDULE 1**  
to  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
U.S.	AGROWATCH	24-Sep-2002	2626153	DigitalGlobe, Inc.	Registered (Cancellation pending)
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

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
U.S.	PHOTOMAPPER	09-Jul-2002	2593257	DigitalGlobe, Inc.	Registered
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.	WE TAKE YOU THERE	30-Jul-2002	2601127	DigitalGlobe, Inc.	Registered (Cancellation pending)
U.S.	MAPHANDLER	23-Dec-2003	2798866	DigitalGlobe, Inc.	Registered
U.S.	IMAGEBUILDER and Design	01-Jul-2003	2732059	DigitalGlobe, Inc.	Registered
U.S.	IMAGECONNECT and Design	04-Mar-2003	2693439	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA	22-Jul-2003	2739552	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA	02-Sep-2003	2757982	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA and Design	02-Sep-2003	2757985	DigitalGlobe, Inc.	Registered
U.S.	AIRPHOTOUSA and Design	04-Nov-2003	2778943	DigitalGlobe, Inc.	Registered
International Register	CITYSPHERE	01-Sep-2005	874962	DigitalGlobe, Inc.	Registered
Australia					
China					
Japan					
Norway					
Switzerland					
Brazil	CITYSPHERE	(05-Sep-2005)	(827738765)	DigitalGlobe, Inc.	Pending
Brazil	CITYSPHERE	12-Aug-2008	827738773	DigitalGlobe, Inc.	Registered
Brazil	CITYSPHERE	12-Aug-2008	827738781	DigitalGlobe, Inc.	Registered
Canada	CITYSPHERE	(02-Sep-2005)	(1270895)	DigitalGlobe, Inc.	Pending
CTM	CITYSPHERE	14-Sep-2006	4570966	DigitalGlobe, Inc.	Registered
Mexico	CITYSPHERE	09-Dec-2005	913135	DigitalGlobe, Inc.	Registered

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
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	602209	DigitalGlobe, Inc.	Registered
Thailand	CITYSPHERE	05-Sep-2005	602210	DigitalGlobe, Inc.	Registered
Thailand	CITYSPHERE	05-Sep-2005	602211	DigitalGlobe, Inc.	Registered
South Africa	CITYSPHERE	(02-Sep-2005)	(2005/18433)	DigitalGlobe, Inc.	Pending
South Africa	CITYSPHERE	(02-Sep-2005)	(2005/18434)	DigitalGlobe, Inc.	Pending
South Africa	CITYSPHERE	(02-Sep-2005)	(2005/18435)	DigitalGlobe, Inc.	Pending
U.S.	CITYSPHERE	24-Jul-2007	3269424	DigitalGlobe, Inc.	Registered
International Register	IMAGECONNECT	03-Sep-2008	980681	DigitalGlobe, Inc.	Registered
Australia					
China					
CTM					
Japan					
Russia					
Singapore					
U.S.	IMAGECONNECT	(04-Mar-2008)	(77/412,508)	DigitalGlobe, Inc.	Pending
India	IMAGECONNECT	(04-Sep-2008)	(1728456)	DigitalGlobe, Inc.	Pending
U.S.	IMAGEBUILDER	(04-Mar-2008)	(77/412,537)	DigitalGlobe, Inc.	Pending
India	IMAGEBUILDER	(04-Sep-2008)	(1728455)	DigitalGlobe, Inc.	Pending
International Register	IMAGEBUILDER	03-Sep-2008	983003	DigitalGlobe, Inc.	Registered
Australia					

Country	Trademark	Reg. Date (App. Date)	Reg. No. (App. No.)	Owner	Status/Comments
China CTM Japan Russia Singapore					
U.S.	IMAGEATLAS	(25-Mar-2008)	(77/430,701)	DigitalGlobe, Inc.	Pending
India	IMAGEATLAS	(07-Oct-2008)	(1741140)	DigitalGlobe, Inc.	Pending
International Register	IMAGEATLAS	24-Sep-2008	991033	DigitalGlobe, Inc.	Registered
Australia China CTM Japan Russia Singapore					