

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DigitalGlobe, Inc.		01/31/2013	CORPORATION: DELAWARE
GeoEye Analytics Inc.		01/31/2013	CORPORATION: DELAWARE
GeoEye Imagery Collection Systems Inc.		01/31/2013	CORPORATION: DELAWARE
GeoEye Solutions Inc.		01/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	2200 Ross Avenue
Internal Address:	3rd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3269424	CITYSPHERE
Registration Number:	2484701	DIGITALGLOBE
Registration Number:	2264047	DIGITALGLOBE
Registration Number:	2136168	DIGITALGLOBE
Registration Number:	2653714	DIGITALGLOBE
Registration Number:	2487069	DIGITALGLOBE.COM
Registration Number:	4158423	EARTHSERVICE
Registration Number:	4180489	FIRSTLOOK
Registration Number:	2641758	GLOBEXPLORER
Registration Number:	2622870	GLOBEXPLORER

OP \$1590.00 3269424

Registration Number:	3633829	IMAGEBUILDER
Registration Number:	3614695	IMAGECONNECT
Registration Number:	2693439	IMAGECONNECT
Registration Number:	2593257	PHOTOMAPPER
Registration Number:	3045063	PHOTOMAPPER
Registration Number:	2470721	SECONDS ON ORBIT
Registration Number:	2385734	SOO
Registration Number:	3624575	EARTHWEAVER
Registration Number:	3316066	EARTHWHERE
Registration Number:	3425414	FIRESHED
Registration Number:	3162415	LIFE IS SPATIAL
Registration Number:	3903555	PREDICT. PREPARE. PROTECT.
Registration Number:	3165115	REINVENTING GEOMATICS
Registration Number:	3304886	S
Registration Number:	3469534	S
Registration Number:	3386646	S SPADAC
Registration Number:	3412596	SIGNATURE ANALYST
Registration Number:	2910212	SPADAC
Registration Number:	3764079	THE DECIDING FACTOR.
Registration Number:	3162479	THE FUSION OF GEOSPATIAL AND INTELLIGENCE
Registration Number:	3198414	THE LEADER IN LOCATION INTELLIGENCE
Registration Number:	3190095	THE POWER TO KNOW WHERE
Registration Number:	3162478	WHERE GEOSPATIAL MEETS INTELLIGENCE
Registration Number:	4155051	ELEVATING INSIGHT
Registration Number:	4143830	ELEVATING INSIGHT
Registration Number:	4155050	ELEVATING INSIGHT
Registration Number:	4155049	ELEVATING INSIGHT
Registration Number:	4155048	ELEVATING INSIGHT
Registration Number:	3529980	GEOEYE
Registration Number:	3845085	GEOEYE
Registration Number:	3370534	GEOEYE
Registration Number:	2650079	IKONOS
Registration Number:	2039409	ORBIMAGE
Registration Number:	2091116	ORBVIEW
Registration Number:	3470977	SEE THE WORLD

	3482049	ROADTRACKER
Registration Number:	2105901	CARTERRA
Registration Number:	2047487	CARTERRA
Serial Number:	85301963	ASSUREDLOOK
Serial Number:	85459514	CREATING A BETTER WORLDVIEW
Serial Number:	77870723	EYEQ
Serial Number:	85069106	EYEQ
Serial Number:	85408512	GEOEYE 3D AIRPORTS
Serial Number:	85408517	GEOEYE 3D HARBOR
Serial Number:	77659856	GEOINT ANALYST
Serial Number:	85174667	GEOTRACKER
Serial Number:	85174651	GEOWARP
Serial Number:	77783348	MRGEO
Serial Number:	85038107	PLANETRISK
Serial Number:	85040080	SAR ANALYST
Serial Number:	85463876	SOCIAL MEDIA ANALYST
Serial Number:	85553688	THREAT ANALYST
Serial Number:	85004698	WORLDVIEW GLOBAL ALLIANCE

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:	F143328
NAME OF SUBMITTER:	Katherine Stewart
Signature:	/Katherine Stewart/
Date:	02/01/2013

Total Attachments: 17
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**"), dated as of January 31, 2013, is by DigitalGlobe, Inc., a Delaware corporation, GeoEye Analytics Inc., a Delaware corporation, GeoEye Imagery Collection Systems Inc., a Delaware corporation and GeoEye Solutions Inc., a Delaware corporation, each with offices located at 1601 Dry Creek Drive, Suite 260, Longmont, CO 80503 (each a "**Grantor**", and collectively, the "**Grantors**") in favor of JPMorgan Chase Bank, N.A., a national banking association with offices located at 2200 Ross Avenue, 3rd Floor, Dallas, TX 75201, as Collateral Agent for the benefit of the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**").

WHEREAS, the Grantors and Grantee, as Administrative Agent and Collateral Agent, have entered into that certain Credit and Guaranty Agreement dated as of January 31, 2013 (the "**Credit Agreement**"), pursuant to which the Lenders thereto have severally agreed, subject to the terms and conditions set forth therein, to extend certain credit facilities to the Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as of January 31, 2013 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Grantors and Grantee, to secure the due and prompt payment and performance by the Grantors of the Secured Obligations, each Grantor pledged and granted to the Grantee, for itself and for the benefit of the other Secured Parties, a continuing security interest in and Lien on such Grantor's right, title and interest in and to the Collateral, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and prompt payment and performance by the Grantors of the Secured Obligations, each Grantor hereby pledges and grants to the Grantee, for itself and for the benefit of the other Secured Parties, a continuing security interest in and Lien on such Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located and whether now or hereafter existing or arising (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"):

- (i) all of such Grantor's trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, domain names, trade names and other similar source identifiers, whether or not registered, including, without limitation, all common law rights and registrations and applications 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, 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) 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); and

(iii) any and all claims for damages for past, present and future infringement or misappropriation with respect to the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

provided that notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in, and the term "Trademark Collateral" shall not include, 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 and accepted by the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the meanings ascribed to them in the Security Agreement.

The term of this Trademark Security Agreement shall be coterminous with the Security Agreement.

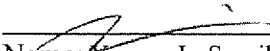
This Trademark Security Agreement and all claims, disputes and matters arising hereunder or related hereto shall be governed by and construed under the laws of the State of New York without reference to conflict of laws provisions. The parties acknowledge the exclusive jurisdiction of the state and federal courts located within the County of New York, State of New York over controversies arising from or relating to this Trademark Security Agreement.

This Trademark Security Agreement and any amendment hereof may be executed in any number of counterparts and by each party on a separate counterpart, which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by electronic transmission shall be effective as delivery of an original counterpart of this Trademark Security Agreement.

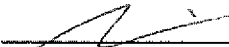
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


DIGITALGLOBE, INC.

By: 
Name: Yancey L. Spruill
Title: Executive Vice President, Chief Financial Officer
and Treasurer


GEOEYE ANALYTICS INC.

By: 
Name: Yancey L. Spruill
Title: Treasurer

**GEOEYE IMAGERY COLLECTION
SYSTEMS INC.**

By: 
Name: Yancey L. Spruill
Title: Treasurer

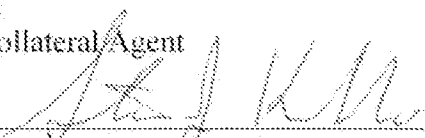
GEOEYE SOLUTIONS INC.

By: 
Name: Yancey L. Spruill
Title: Treasurer

**JPMORGAN CHASE BANK,
N.A.**

as Collateral Agent

By: _____


Name: Steven J. Krakoski
Title: Senior Vice President

**Schedule I
to Trademark Security Agreement**

Trademark Registrations and Applications

TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No.	Reg. Date	Owner¹	Status
CITYSPHERE	Australia	874962	9/1/2005	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	Australia	846643	8/16/2000	DigitalGlobe, Inc.	Registered
EARTHSERVICE	Australia	1424409	2/25/2011	DigitalGlobe, Inc.	Registered
FIRSTLOOK	Australia	1478981	10/21/2011	DigitalGlobe, Inc.	Registered
FIRSTWATCH	Australia	1515248	10/21/2011	DigitalGlobe, Inc.	Registered
GE GEOEYE	Australia	1140460	3/16/2006	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Australia	1469199	12/7/2011	GeoEye Imagery Collection Systems Inc.	Registered
IMAGECONNECT	Australia	1271903	9/3/2008	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Australia	1412134	9/29/2010	DigitalGlobe, Inc.	Registered
CITYSPHERE	Brazil	827738773	8/12/2008	DigitalGlobe, Inc.	Registered
CITYSPHERE	Brazil	827738781	8/12/2008	DigitalGlobe, Inc.	Registered
CITYSPHERE	Brazil	827738765	6/19/2010	DigitalGlobe, Inc.	Registered
CITYSPHERE	Canada	776987	9/13/2010	DigitalGlobe, Inc.	Registered
GEOEYE	Canada	TMA789421	2/2/2011	GeoEye Imagery Collection Systems Inc.	Registered
GLOBEXPLORER	Canada	609057	4/30/2004	GlobeExplorer LLC	Registered
GEOEYE	Chile	910880	2/22/2011	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Chile	899103	10/6/2010	GeoEye Imagery Collection Systems Inc.	Registered
CITYSPHERE	China	874962	9/1/2005	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	China	3763654	2/21/2006	DigitalGlobe, Inc.	Registered

¹ NTD: Indicates beneficial and/or record ownership

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
DIGITALGLOBE	China	3763655	8/28/2005	DigitalGlobe, Inc.	Registered
DIGITALGLOBE AND DESIGN	China	3763626	4/7/2006	DigitalGlobe, Inc.	Registered
DIGITALGLOBE AND DESIGN	China	3763627	8/28/2005	DigitalGlobe, Inc.	Registered
EARTHSERVICE	China	1074496	2/25/2011	DigitalGlobe, Inc.	Registered
FIRSTLOOK	China	1107723	10/21/2011	DigitalGlobe, Inc.	Registered
IMAGEBUILDER	China	983003	9/3/2008	DigitalGlobe, Inc.	Registered
SHUZI DIQIU	China	3763652	2/21/2006	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	China	1067282	9/29/2010	DigitalGlobe, Inc.	Registered
CITYSPHERE	Community Trademarks (International Register)	4570966	9/14/2006	DigitalGlobe, Inc.	Registered
DIGITAL GLOBE	Community Trademarks (International Register)	1819200	10/18/2001	DigitalGlobe, Inc.	Registered
DIGITALGLOBE AND DESIGN	Community Trademarks (International Register)	2250983	8/20/2002	DigitalGlobe, Inc.	Registered
DIGITALGLOBE.COM	Community Trademarks (International Register)	1531631	5/23/2001	DigitalGlobe, Inc.	Registered
EARTHSERVICE	Community Trademarks (International Register)	1074496	2/25/2011	DigitalGlobe, Inc.	Registered
GEOEYE	Community Trademarks (International Register)	8875502	8/2/2010	GeoEye Imagery Collection Systems Inc.	Registered
IMAGEBUILDER	Community Trademarks (International Register)	983003	9/3/2008	DigitalGlobe, Inc.	Registered

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
IMAGECONNECT	Community Trademarks (International Register)	980681	9/3/2008	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Community Trademarks (International Register)	1067282	9/29/2010	DigitalGlobe, Inc.	Registered
GEOEYE	India	1928524	2/26/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	India	1928525	2/26/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	India	1928527	2/26/2010	GeoEye Imagery Collection Systems Inc.	Registered
ASSUREDLOOK	International Register	1126993	10/21/2011	DigitalGlobe, Inc.	Registered
CITYSPHERE	International Register	874962	9/1/2005	DigitalGlobe, Inc.	Registered
EARTHSERVICE	International Register	1074496	2/25/2011	DigitalGlobe, Inc.	Registered
FIRSTLOOK	International Register	1107723	10/21/2011	DigitalGlobe, Inc.	Registered
FIRSTWATCH	International Register	1127355	10/21/2011	DigitalGlobe, Inc.	Registered
GeoEye	International Register	1132211	8/8/2012	DigitalGlobe, Inc.	Registered
GeoEye	International Register	896884	3/16/2006	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	International Register	1031158	2/17/2010	GeoEye Imagery Collection Systems Inc.	Registered
IMAGEBUILDER	International Register	983003	9/3/2008	DigitalGlobe, Inc.	Registered
IMAGECONNECT	International Register	980681	9/3/2008	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	International Register	1067282	9/29/2010	DigitalGlobe, Inc.	Registered

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
GEOEYE	Israel	227570	2/25/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Israel	227572	2/25/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Israel	227573	2/25/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Israel	227574	2/25/2010	GeoEye Imagery Collection Systems Inc.	Registered
CITYSPHERE	Japan	874962	9/1/2005	GeoEye Imagery Collection Systems Inc.	Registered
DIGITALGLOBE.COM	Japan	4477658	5/25/2001	DigitalGlobe, Inc.	Registered
DIGITALGLOBE AND DESIGN	Japan	4589214	4/7/2006	DigitalGlobe, Inc.	Registered
EARTHSERVICE	Japan	1074496	2/25/2011	DigitalGlobe, Inc.	Registered
IMAGECONNECT	Japan	980681	9/3/2008	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Japan	1067282	9/29/2010	DigitalGlobe, Inc.	Registered
ASSUREDLOOK	Mexico	1275018	3/23/2012	DigitalGlobe, Inc.	Registered
ASSUREDLOOK	Mexico	1276448	3/28/2012	DigitalGlobe, Inc.	Registered
CITYSPHERE	Mexico	913135	12/9/2005	DigitalGlobe, Inc.	Registered
CITYSPHERE	Mexico	913136	12/9/2005	DigitalGlobe, Inc.	Registered
CITYSPHERE	Mexico	913137	12/9/2005	DigitalGlobe, Inc.	Registered
EARTHSERVICE	Mexico	1218785	5/25/2011	DigitalGlobe, Inc.	Registered
EARTHSERVICE	Mexico	1300413	7/26/2012	DigitalGlobe, Inc.	Registered
FIRSTLOOK	Mexico	1274764	3/22/2012	DigitalGlobe, Inc.	Registered
FIRSTWATCH	Mexico	1274765	3/22/2012	DigitalGlobe, Inc.	Registered
FIRSTWATCH	Mexico	1275019	3/23/2012	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Mexico	1198023	1/21/2011	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Mexico	1219587	5/30/2011	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Mexico	1245447	10/19/2011	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Mexico	1243276	10/12/2011	DigitalGlobe, Inc.	Registered

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
GEOEYE	Mexico	1148105	3/10/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Mexico	1148108	3/10/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Mexico	1148109	3/10/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Mexico	1163139	6/10/2010	GeoEye Imagery Collection Systems Inc.	Registered
CITYSPHERE	New Zealand	735208	3/3/2006	DigitalGlobe, Inc.	Registered
CITYSPHERE	Norway	874962	9/1/2005	GeoEye Imagery Collection Systems Inc.	Registered
FIRSTLOOK	Norway	1107723	10/21/2011	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Norway	1067282	9/29/2010	DigitalGlobe, Inc.	Registered
CITYSPHERE	Russia	317876	12/8/2006	DigitalGlobe, Inc.	Registered
EARTHSERVICE	Russia	1074496	2/25/2011	DigitalGlobe, Inc.	Registered
FIRSTLOOK	Russia	1107723	10/21/2011	DigitalGlobe, Inc.	Registered
IMAGEBUILDER	Russia	983003	9/3/2008	DigitalGlobe, Inc.	Registered
IMAGECONNECT	Russia	980681	9/3/2008	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Russia	1067282	9/29/2010	DigitalGlobe, Inc.	Registered
GEOEYE	Saudi Arabia	99268737	N/A	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Saudi Arabia	99268738	N/A	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Saudi Arabia	99268739	N/A	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Saudi Arabia	99276671	N/A	GeoEye Imagery Collection Systems Inc.	Registered
EARTHSERVICE	Singapore	T1106299F	2/25/2011	DigitalGlobe, Inc.	Registered
GLOBEXPLORER	Singapore	T0102293B	5/28/2003	GlobeExplorer, Inc.	Registered
IMAGECONNECT	Singapore	T0815923	9/3/2008	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Singapore	T1102693J	9/29/2010	DigitalGlobe, Inc.	Registered
CITYSPHERE	South Africa	18433	9/2/2005	DigitalGlobe, Inc.	Registered
CITYSPHERE	South Africa	18434	9/2/2005	DigitalGlobe, Inc.	Registered

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
CITYSPHERE	South Africa	18435	9/2/2005	DigitalGlobe, Inc.	Registered
GEOEYE	South Africa	2010/04287	3/1/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	South Africa	2010/04284	3/1/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	South Africa	2010/04285	3/1/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	South Africa	2010/04286	3/1/2010	GeoEye Imagery Collection Systems Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	South Africa	21874	9/30/2010	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	South Africa	21875	9/30/2010	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	South Africa	21876	9/30/2010	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	South Africa	21877	9/30/2010	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	South Africa	21878	9/30/2010	DigitalGlobe, Inc.	Registered
CITYSPHERE	Switzerland	874962	9/1/2005	DigitalGlobe, Inc.	Registered
EARTHSERVICE	Switzerland	1074496	2/25/2011	DigitalGlobe, Inc.	Registered
WORLDVIEW GLOBAL ALLIANCE	Switzerland	1067282	9/29/2010	DigitalGlobe, Inc.	Registered
GEOEYE	Taiwan	01463518	6/1/2011	GeoEye Imagery Collection Systems Inc.	Registered
CITYSPHERE	Thailand	246341	9/5/2005	DigitalGlobe, Inc.	Registered
CITYSPHERE	Thailand	251368	9/5/2005	DigitalGlobe, Inc.	Registered
CITYSPHERE	Thailand	32065	9/5/2005	DigitalGlobe, Inc.	Registered
GEOEYE	Thailand	329492	2/26/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Thailand	330728	2/26/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	Thailand	50236	2/26/2010	GeoEye Imagery Collection Systems Inc.	Registered

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
GEOEYE	United Arab Emirates	140674	3/20/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	United Arab Emirates	140675	3/20/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	United Arab Emirates	140676	3/20/2010	GeoEye Imagery Collection Systems Inc.	Registered
CITYSPHERE	United States	3269424	7/24/2007	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	United States	2484701	9/4/2001	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	United States	2264047	7/27/1999	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	United States	2136168	2/10/1998	DigitalGlobe, Inc.	Registered
DIGITALGLOBE AND DESIGN	United States	2653714	11/26/2002	DigitalGlobe, Inc.	Registered
DIGITALGLOBE.COM	United States	2487069	9/11/2001	DigitalGlobe, Inc.	Registered
EARTHSERVICE	United States	4158423	6/12/2012	DigitalGlobe, Inc.	Registered
FIRSTLOOK	United States	4180489	7/24/2012	DigitalGlobe, Inc.	Registered
GLOBEXPLORER	United States	2641758	10/29/2002	DigitalGlobe, Inc.	Registered
GLOBEXPLORER and Design	United States	2622870	9/24/2002	DigitalGlobe, Inc.	Registered
IMAGEBUILDER	United States	3633829	6/9/2009	DigitalGlobe, Inc.	Registered
IMAGECONNECT	United States	3614695	5/5/2009	DigitalGlobe, Inc.	Registered
IMAGECONNECT and Design	United States	2693439	3/4/2003	DigitalGlobe, Inc.	Registered
PHOTOMAPPER	United States	2593257	7/9/2002	DigitalGlobe, Inc.	Registered
PHOTOMAPPER	United States	3045063	1/17/2006	DigitalGlobe, Inc.	Registered
SECONDS ON ORBIT	United States	2470721	7/17/2001	DigitalGlobe, Inc.	Registered
SOO	United States	2385734	9/12/2000	DigitalGlobe, Inc.	Registered
EARTHWEAVER	United States	3624575	5/19/2009	GeoEye Analytics Inc.	Registered
EARTHWHERE	United States	3316066	10/23/2007	GeoEye Analytics Inc.	Registered
FIRESHED	United States	3425414	5/13/2008	GeoEye Analytics Inc.	Registered

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
LIFE IS SPATIAL	United States	3162415	10/24/2006	GeoEye Analytics Inc.	Registered
PREDICT. PREPARE. PROTECT.	United States	3903555	1/11/2011	GeoEye Analytics Inc.	Registered
REINVENTING GEOMATICS	United States	3165115	10/31/2006	GeoEye Analytics Inc.	Registered
S LOGO & Design	United States	3304886	10/2/2007	GeoEye Analytics Inc.	Registered
S LOGO & Design	United States	3469534	7/15/2008	GeoEye Analytics Inc.	Registered
S SPADAC and Design	United States	3386646	2/19/2008	GeoEye Analytics Inc.	Registered
SIGNATURE ANALYST	United States	3412596	4/15/2008	GeoEye Analytics Inc.	Registered
SPADAC	United States	2910212	12/14/2004	GeoEye Analytics Inc.	Registered
THE DECIDING FACTOR	United States	3764079	3/23/2010	GeoEye Analytics Inc.	Registered
THE FUSION OF GEOSPATIAL AND INTELLIGENCE	United States	3162479	10/24/2006	GeoEye Analytics Inc.	Registered
THE LEADER IN LOCATION INTELLIGENCE	United States	3198414	1/16/2007	GeoEye Analytics Inc.	Registered
THE POWER TO KNOW WHERE	United States	3190095	12/26/2006	GeoEye Analytics Inc.	Registered
WHERE GEOSPATIAL MEETS INTELLIGENCE	United States	3162478	10/24/2006	GeoEye Analytics Inc.	Registered
ELEVATING INSIGHT	United States	4155051	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
ELEVATING INSIGHT	United States	4143830	5/15/2012	GeoEye Imagery Collection Systems Inc.	Registered
ELEVATING INSIGHT	United States	4155050	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
ELEVATING INSIGHT	United States	4155049	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
ELEVATING INSIGHT	United States	4155048	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	United States	3529980	11/11/2008	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE and Design	United States	3845085	9/7/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE and Design	United States	3370534	1/15/2008	GeoEye Imagery Collection Systems Inc.	Registered
IKONOS	United States	2650079	11/12/2002	GeoEye Solutions, Inc.	Registered
ORBIMAGE	United States	2039409	2/18/1997	GeoEye Imagery Collection Systems Inc.	Registered

Trademark	Country	Reg. No.	Reg. Date	Owner ¹	Status
ORVIEW	United States	2091116	8/26/1997	GeoEye Imagery Collection Systems Inc.	Registered
SEE THE WORLD	United States	3470977	7/22/2008	GeoEye Imagery Collection Systems Inc.	Registered
ROADTRACKER	United States	3482049	8/5/2008	GeoEye Solutions Inc.	Registered
CARTERRA	United States	2105901	10/14/1997	GeoEye Solutions, Inc.	Registered
CARTERRA	United States	2047487	3/25/1997	GeoEye Solutions, Inc.	Registered

TRADEMARK APPLICATIONS

Trademark	Country	App No.	App. Date	Owner ²	Status
ASSUREDLOOK	Australia	1514290	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Australia	1126993	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Brazil	831246448	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Brazil	831246430	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Canada	1548835	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	China	1126993	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	India	2224039	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	European Community Trademark	1126993	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Japan	1126993	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Norway	1126993	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Russia	1126993	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	Singapore	1126993	10/21/2011	DigitalGlobe, Inc.	Pending
ASSUREDLOOK	United States	85301963	4/22/2011	DigitalGlobe, Inc.	Pending
CREATING A BETTER WORLDVIEW	United States	85459514	10/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	Brazil	830949267	2/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	Brazil	830949356	2/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	Brazil	830949291	2/28/2011	DigitalGlobe, Inc.	Pending

² NTD: Indicates beneficial and/or record ownership.

Trademark	Country	App No.	App. Date	Owner ²	Status
EARTHSERVICE	Canada	151684300	2/25/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	India	2107034	2/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	Mexico	1158382	2/25/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	Norway	1074496	2/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	South Africa	2011/04313	2/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	South Africa	2011/04314	2/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	South Africa	2011/04315	2/28/2011	DigitalGlobe, Inc.	Pending
EARTHSERVICE	South Africa	1074496	2/28/2011	DigitalGlobe, Inc.	Pending
EYEQ	United States	77870723	11/11/2009	GeoEye Imagery Collection Systems Inc.	Pending
eyeQ and Design	United States	85069106	6/22/2010	GeoEye Imagery Collection Systems Inc.	Pending
FIRSTLOOK	Brazil	831246464	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	Brazil	831246480	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	Canada	1548831	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	India	2224040	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	Japan	1107723	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	Mexico	1222223	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	Singapore	T1203224A	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	South Africa	26623	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	South Africa	26624	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	Switzerland	1107723	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTLOOK	European Community Trademark	1107723	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	Brazil	831246499	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	Brazil	831246510	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	Canada	154883200	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	China	1127355	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	India	2224041	10/21/2011	DigitalGlobe, Inc.	Pending

Trademark	Country	App No.	App. Date	Owner ²	Status
FIRSTWATCH	Norway	1127355	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	Singapore	1127355	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	Switzerland	1127355	10/21/2011	DigitalGlobe, Inc.	Pending
FIRSTWATCH	European Community Trademark	1127355	10/21/2011	DigitalGlobe, Inc.	Pending
GEOEYE	Brazil	830540253	3/3/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	Brazil	830540270	3/3/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	Brazil	830540261	3/3/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	Brazil	830540288	3/3/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	Egypt	245297	5/3/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	Egypt	245295	5/3/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	Egypt	245298	5/3/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	India	1928526	2/26/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE	United Arab Emirates	140677	3/20/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE 3D AIRPORT	United States	85408512	8/26/2011	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE 3D HARBOR	United States	85408517	8/26/2011	GeoEye Imagery Collection Systems Inc.	Pending
GEOINT Analyst	United States	77659856	1/30/2009	GeoEye Analytics Inc.	Pending
GEOTRACKER	United States	85174667	11/11/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOWARP	United States	85174651	11/11/2010	GeoEye Imagery Collection Systems Inc.	Pending
MRGEO	United States	77783348	7/17/2009	GeoEye Analytics Inc.	Pending
PlanetRisk	United States	85038107	5/13/2010	GeoEye Analytics Inc.	Pending
SAR ANALYST	United States	85040080	5/17/2010	GeoEye Analytics Inc.	Pending
SOCIAL MEDIA ANALYST	United States	85463876	11/3/2011	GeoEye Analytics Inc.	Pending
THREAT ANALYST	United States	85553688	2/27/2012	GeoEye Analytics Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	United States	85004698	4/1/2010	DigitalGlobe, Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	Brazil	830794875	9/30/2010	DigitalGlobe, Inc.	Pending

Trademark	Country	App No.	App. Date	Owner ²	Status
WORLDVIEW GLOBAL ALLIANCE	Brazil	830794930	9/30/2010	DigitalGlobe, Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	Brazil	830794859	9/30/2010	DigitalGlobe, Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	Brazil	830794956	9/30/2010	DigitalGlobe, Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	Brazil	830794980	9/30/2010	DigitalGlobe, Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	Canada	149780700	9/29/2010	DigitalGlobe, Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	India	2031022	9/30/2010	DigitalGlobe, Inc.	Pending
WORLDVIEW GLOBAL ALLIANCE	Mexico	1123559	9/30/2010	DigitalGlobe, Inc.	Pending