

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlackBridge Corp.		04/30/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	350 7th Avenue SW		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T2P 3N9		
Entity Type:	a Canada Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86038134	BLACKBRIDGE	
Serial Number:	86105993		
Serial Number:	86105982	RAPIDEYE	
Serial Number:	86105967	DELIVERING THE WORLD	
Serial Number:	86105974		
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-859-8000		
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com		
Correspondent Name:	Jason Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	30505-5 GREENBERG		
NAME OF SUBMITTER:	Jason Greenberg		
SIGNATURE:	/JG/		
DATE SIGNED:	04/30/2014		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 30, 2014, is entered into by BLACKBRIDGE CORP., an Alberta corporation having its office at 3528 30th Street N., Lethbridge, Alberta T1H 6Z4 (the "Grantor") in favor of BANK OF MONTREAL, a Canada chartered bank governed by the *Bank Act*, having an office at 350, 7th Avenue SW, Calgary, Alberta T2P 3N9 (the "Secured Party").

WHEREAS, the Grantor has executed and delivered that certain Intellectual Property Security Agreement, dated as of the date hereof (the "Intellectual Property Security Agreement"), in favor of the Secured Party, and pursuant to which the Grantor has granted to the Secured Party a security interest in all of the Grantor's right, title, and interest in, to and under certain property of the Grantor, including the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Intellectual Property Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Intellectual Property Security Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest throughout the world in and to the following property, which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License or otherwise) by the Grantor, in whole or in part (collectively, the "Trademark Collateral"):

(a) all Trademarks and rights and interests which are capable of being protected as Trademarks (including trademarks, service marks, certification marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), Licenses in respect thereof and rights to register, renew and extend such trademarks and trademark rights and any and all copyrights in such trademarks;

(b) the trademarks, trademark registrations and pending applications listed on Schedule A attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;

(c) the right to register trademark claims and to apply for, renew and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Grantor or in the name of the Secured Party for past, present and future infringements or violations of trademarks, registrations, or other trademark rights and the associated goodwill;

(d) all proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by the Grantor against third parties for past, present or future infringement of the Trademarks, including those items listed on Schedule A, or for injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any License, Royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any

indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Intellectual Property Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and of Canada applicable therein and shall be treated in all respects as an Alberta contract.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BLACKBRIDGE CORP.

By: Richard P. Gaudin
Name: RICHARD P. GAUDIN
Title: CFO

BANK OF MONTREAL,
as the Secured Party

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BLACKBRIDGE CORP.

By: _____

Name:

Title:

BANK OF MONTREAL,
as the Secured Party

By: _____

Name:

Myron Braun

Title:

Director

BMO Corporate Finance

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005271 FRAME: 0375

SCHEDULE A

TRADEMARKS

Trademark	Serial/Registration Number	Registration or Filing Date
BLACKBRIDGE	86038134	August 14, 2013
BLACKBRIDGE LOGO	86105993	October 20, 2013
RAPIDEYE	86105982	October 30, 2013
DELIVERING THE WORLD	86105967	October 30, 2013
RAPIDEYE LOGO	86105974	October 30, 2013