

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL GLOBE SERVICES INC.		03/31/2015	CORPORATION: DELAWARE
TELSATONLINE INC.		03/31/2015	CORPORATION: DELAWARE
DGS EDU, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	150 Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4399136	DGS DELIBERATE BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	308012-118 DGS		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	04/02/2015		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 31, 2015 by and among HERITAGE BANK OF COMMERCE a California corporation ("Bank"), and DIGITAL GLOBE SERVICES INC., a Delaware corporation, and TELSATONLINE INC., a Delaware corporation, and DGS EDU, LLC, a Delaware limited liability company (each, a "Grantor", and collectively, "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement.

B. Bank is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

1. To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

2. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

316 Wilcox St.
Castle Rock, CO 80104
Attn: Chief Executive Officer

DIGITAL GLOBE SERVICES INC.

By: [Signature]
Print Name: William Pearce
Title: Secretary

TELSATONLINE, INC.

By: [Signature]
Print Name: William Pearce
Title: Secretary

DGS EDU, LLC

By: [Signature]
Title: Managing Director

By: [Signature]
Print Name: William Pearce
Title: Managing Director and authorized representative

Address of Bank:

150 Almaden Blvd.
San Jose, California 95113
Attn: Mike Hansen
FAX: (408) 947-6910
Email: Mike.Hansen@herbank.com

HERITAGE BANK OF COMMERCE

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

316 Wilcox St.
Castle Rock, CO 80104
Attn: Chief Executive Officer

DIGITAL GLOBE SERVICES INC.

By: _____
Print Name: _____
Title: _____

TELSATONLINE INC.

By: _____
Print Name: _____
Title: _____

DGS EDU, LLC

By: _____
Its: _____

By: _____
Print Name: _____
Title: _____

Address of Bank:

150 Almaden Blvd.
San Jose, California 95113
Attn: Mike Hansen
FAX: (408) 947-6910
Email: Mike.Hansen@herbank.com

HERITAGE BANK OF COMMERCE

By: Mike Hansen
Print Name: Mike Hansen
Title: SVP & Managing

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial/ Patent Number</u>	<u>Application/ Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
DGS DELIBERATE BY DESIGN	4,399,136	09/10/2013



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