

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eagleview Technology Corporation		07/15/2015	CORPORATION: DELAWARE
Pictometry International Corp.		07/15/2015	CORPORATION: DELAWARE
Eagle View Technologies, Inc.		07/15/2015	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3811745	
Registration Number:	3811744	EAGLE VIEW
Registration Number:	4683652	EAGLEVIEW TECHNOLOGIES
Registration Number:	4116118	CLAIMSREADY
Registration Number:	4269704	P
Registration Number:	2857336	COMPASS LOGO
Registration Number:	2859451	INTELLIGENT IMAGES
Registration Number:	4269705	P
Registration Number:	4277131	P
Registration Number:	4277132	P
Registration Number:	2892665	PICTOMETRY
Registration Number:	2835987	SEE EVERYWHERE MEASURE ANYTHING PLAN EVE
Registration Number:	3756715	FUTUREVIEW
Registration Number:	4205981	P
Registration Number:	4217300	P

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4221261	P
Registration Number:	4221265	P
Registration Number:	4221266	P
Registration Number:	4229241	P
Registration Number:	3986487	CRITICAL 360
Registration Number:	3850559	PICTOMETRY ACCUPLUS
Registration Number:	3921106	PICTOMETRY ACCUPLUS
Registration Number:	3679365	GEOESTIMATOR
Registration Number:	3862881	REAL3D
Registration Number:	3971285	REAL3D
Registration Number:	4702305	

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157112
NAME OF SUBMITTER:	Amanda M. Mitchell
SIGNATURE:	/Amanda M. Mitchell/
DATE SIGNED:	07/20/2015

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of July 15, 2015 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each "Pledgor" and collectively, the "Pledgors"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of July 15, 2015 (as amended, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among Phoenix Merger Sub, Inc., a Delaware corporation, EagleView Technology Corporation, a Delaware corporation ("Target"), as the surviving entity after giving effect to the Closing Date Acquisition (the "Borrower"), Phoenix Holdco LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a second priority Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as

applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

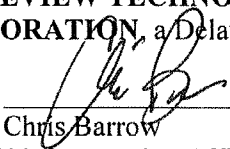
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to Morgan Stanley Senior Funding, Inc., as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, among Holdings, the Borrower, the lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time). In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

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

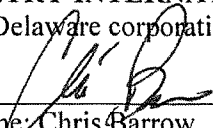
PLEDGORS:

**EAGLEVIEW TECHNOLOGY
CORPORATION**, a Delaware corporation

By: 
Name: Chris Barrow
Title: Chief Executive Officer, President

**PICTOMETRY INTERNATIONAL
CORP.**, a Delaware corporation

By: _____


Name: Chris Barrow

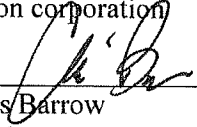
Title: President

Signature Page

Second Lien Trademark Security Agreement

**TRADEMARK
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EAGLE VIEW TECHNOLOGIES, INC.,
a Washington corporation

By: 
Name: Chris Barrow
Title: President

Accepted and Agreed:

**MORGAN STANLEY SENIOR
FUNDING, INC.,**
as Collateral Agent

By: _____


Name: Jonathon Raven
Title: Authorized Signatory


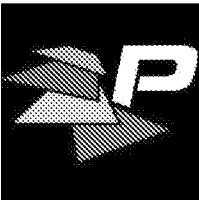
Signature Page
Second Lien Trademark Security Agreement


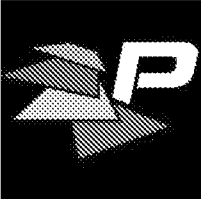


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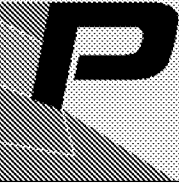
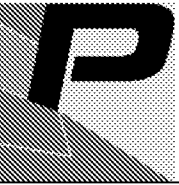


SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT




UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Owner
Design Only 	U.S. Federal	3811745	06/29/2010	Registered	Eagle View Technologies, Inc.
EAGLE VIEW	U.S. Federal	3811744	06/29/2010	Registered	Eagle View Technologies, Inc.
EAGLEVIEW TECHNOLOGIES	U.S. Federal	4683652	02/10/2015	Registered	Eagle View Technologies, Inc.
CLAIMSREADY	U.S. Federal	4116118	03/20/2012	Registered	Eagle View Technologies, Inc.
	U.S. Federal	4269704	01/01/2013	Registered	Pictometry International Corp.

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Owner
Design Only 	U.S. Federal	2857336	06/29/2004	Renewed (Registered)	Pictometry International Corp.
INTELLIGENT IMAGES	U.S. Federal	2859451	07/06/2004	Renewed (Registered)	Pictometry International Corp.
	U.S. Federal	4269705	01/01/2013	Registered	Pictometry International Corp.
	U.S. Federal	4277131	01/15/2013	Registered	Pictometry International Corp.
	U.S. Federal	4277132	01/15/2013	Registered	Pictometry International Corp.
PICTOMETRY	U.S. Federal	2892665	10/12/2004	Renewed (Registered)	Pictometry International Corp.
SEE EVERYWHERE MEASURE ANYTHING PLAN EVERYTHING	U.S. Federal	2835987	04/27/2004	Renewed (Registered)	Pictometry International Corp.

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Owner
FUTUREVIEW	U.S. Federal	3756715	03/09/2010	Registered	Pictometry International Corp.
	U.S. Federal	4205981	09/11/2012	Registered	Pictometry International Corp.
	U.S. Federal	4217300	10/02/2012	Registered	Pictometry International Corp.
	U.S. Federal	4221261	10/09/2012	Registered	Pictometry International Corp.
	U.S. Federal	4221265	10/09/2012	Registered	Pictometry International Corp.

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Owner
	U.S. Federal	4221266	10/09/2012	Registered	Pictometry International Corp.
	U.S. Federal	4229241	10/23/2012	Registered	Pictometry International Corp.
CRITICAL 360	U.S. Federal	3986487	06/28/2011	Registered	Pictometry International Corp.
PICTOMETRY ACCUPLUS	U.S. Federal	3850559	09/21/2010	Registered	Pictometry International Corp.
PICTOMETRY ACCUPLUS	U.S. Federal	3921106	02/15/2011	Registered	Pictometry International Corp.
GEOESTIMATOR	U.S. Federal	3679365	09/08/2009	Registered	Pictometry International Corp.
REAL3D	U.S. Federal	3862881	10/19/2010	Registered	Pictometry International Corp.
REAL3D	U.S. Federal	3971285	05/31/2011	Registered	Pictometry International Corp.
	U.S. Federal	4702305	03/17/2015	Registered	EagleView Technology Corporation

United States Trademark Applications:

None.