

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413205

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DigitalGlobe, Inc.		12/22/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
Internal Address:	27th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
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:	3614695	IMAGECONNECT
Registration Number:	2593257	PHOTOMAPPER
Registration Number:	2470721	SECONDS ON ORBIT
Registration Number:	2385734	SOO
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

CH \$790.00 2484701

Property Type	Number	Word Mark
Registration Number:	2650079	IKONOS
Registration Number:	2039409	ORBIMAGE
Registration Number:	2091116	ORBVIEW
Registration Number:	3482049	ROADTRACKER
Registration Number:	2105901	CARTERRA
Registration Number:	2047487	CARTERRA
Registration Number:	4265379	GEOEYE 3D AIRPORTS
Registration Number:	4585810	WORLDVIEW GLOBAL ALLIANCE
Registration Number:	4816466	WORLDVIEW
Registration Number:	4816469	WORLDVIEW
Registration Number:	4816472	WORLDVIEW
Registration Number:	4653570	DIGITALGLOBE
Registration Number:	4653569	SEEING A BETTER WORLD

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 039269-0475

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 01/23/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of December 22, 2016, is by DigitalGlobe, Inc., a Delaware corporation, DigitalGlobe Intelligence Solutions, Inc., a Delaware corporation and The Radiant Group, Inc., a Colorado corporation each with offices located at 1300 W 120th Avenue, Westminster, Colorado 80234 (each a “**Grantor**”, and collectively, the “**Grantors**”) in favor of Barclays Bank PLC 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 December 22, 2016 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, 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 December 22, 2016 (as may be amended, restated, amended and restated, supplemented, or otherwise modified 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, together with the right to sue or otherwise recover for, any past, present and future infringement, misappropriation, dilution or other violation with respect to the foregoing.

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 "intent-to-use" 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 Section 1(c) or Section 1(d), but only to the extent, if any, and only for the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent to use" application under applicable federal law.

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, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22nd day of December, 2016.

DIGITALGLOBE, INC.

By: _____

Name: Jose A. Torres, Jr.

Title: Senior Vice President, CAO

**DIGITALGLOBE INTELLIGENCE
SOLUTIONS, INC.**

By: _____

Name: Leon Anthony Frazier

Title: President

THE RADIANT GROUP, INC.

By: _____

Name: Leon Anthony Frazier

Title: President

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22nd day of December, 2016.

DIGITALGLOBE, INC.

By: _____

Name: Jose A. Torres, Jr.

Title: Senior Vice President, CAO

**DIGITALGLOBE INTELLIGENCE
SOLUTIONS, INC.**

By: _____

Name: Leon Anthony Frazier

Title: President

THE RADIANT GROUP, INC.

By: _____

Name: Leon Anthony Frazier

Title: President

Acknowledged:

BARCLAYS BANK PLC
as Collateral Agent

By: 

Name:

Title:

Sean Duggan
Assistant Vice President

Schedule 1
to Trademark Security Agreement
Trademark Registrations and Applications
U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date	Owner
DIGITALGLOBE	2484701	9/4/2001	DigitalGlobe, Inc.
DIGITALGLOBE	2264047	7/27/1999	DigitalGlobe, Inc.
DIGITALGLOBE	2136168	2/10/1998	DigitalGlobe, Inc.
DIGITALGLOBE AND DESIGN	2653714	11/26/2002	DigitalGlobe, Inc.
DIGITALGLOBE.COM	2487069	9/11/2001	DigitalGlobe, Inc.
EARTHSERVICE	4158423	6/12/2012	DigitalGlobe, Inc.
FIRSTLOOK	4180489	7/24/2012	DigitalGlobe, Inc.
IMAGECONNECT	3614695	5/5/2009	DigitalGlobe, Inc.
PHOTOMAPPER	2593257	7/9/2002	DigitalGlobe, Inc.
SECONDS ON ORBIT	2470721	7/17/2001	DigitalGlobe, Inc.
SOO	2385734	9/12/2000	DigitalGlobe, Inc.
PREDICT. PREPARE. PROTECT.	3903555	1/11/2011	DigitalGlobe Intelligence Solutions, Inc.
SIGNATURE ANALYST	3412596	4/15/2008	DigitalGlobe Intelligence Solutions, Inc.
SPADAC	2910212	12/14/2004	DigitalGlobe Intelligence Solutions, Inc..
ELEVATING INSIGHT	4155051	6/5/2012	DigitalGlobe, Inc.
ELEVATING INSIGHT	4143830	5/15/2012	DigitalGlobe, Inc.
ELEVATING INSIGHT	4155050	6/5/2012	DigitalGlobe, Inc.
ELEVATING INSIGHT	4155049	6/5/2012	DigitalGlobe, Inc.
ELEVATING INSIGHT	4155048	6/5/2012	DigitalGlobe, Inc.
GEOEYE	3529980	11/11/2008	DigitalGlobe, Inc.
GEOEYE and Design	3845085	9/7/2010	DigitalGlobe, Inc.

[Schedule 1 to Trademark Security Agreement]

Trademark	Reg. No.	Reg. Date	Owner
IKONOS	2650079	11/12/2002	DigitalGlobe, Inc.
ORBIMAGE	2039409	2/18/1997	DigitalGlobe, Inc.
ORBVIEW	2091116	8/26/1997	DigitalGlobe, Inc.
ROADTRACKER	3482049	8/5/2008	DigitalGlobe, Inc.
CARTERRA	2105901	10/14/1997	DigitalGlobe, Inc.
CARTERRA	2047487	3/25/1997	DigitalGlobe, Inc.
GEOEYE 3D AIRPORT	4265379	12/25/2012	DigitalGlobe, Inc.
MRGEO	4324681	4/23/2013	DigitalGlobe Intelligence Solutions, Inc.
WORLDVIEW GLOBAL ALLIANCE	4585810	8/12/2014	DigitalGlobe, Inc.
WORLDVIEW	4816466	9/22/2015	DigitalGlobe, Inc.
WORLDVIEW	4816469	9/22/2015	DigitalGlobe, Inc.
WORLDVIEW	4816472	9/22/2015	DigitalGlobe, Inc.
DIGITALGLOBE AND LOGO	4653570	12/9/2014	DigitalGlobe, Inc.
SEEING A BETTER WORLD	4653569	12/9/2014	DigitalGlobe, Inc.
RADIANTBLUE	3300903	10/2/2007	The Radiant Group, Inc.
SMART EXTRACT	2612551	8/27/2002	The Radiant Group, Inc.
AFIX TRACKER	2317888	2/15/2000	The Radiant Group, Inc.
AFIX	1959199	2/27/1996	The Radiant Group, Inc.

U.S. TRADEMARK APPLICATIONS

Trademark	App No.	App. Date	Owner
EYEQ	77870723 ITU	11/11/2009	DigitalGlobe, Inc.
LIVING DIGITAL INVENTORY	86176604 ITU	1/27/2014	DigitalGlobe, Inc.
LIVING DIGITAL INVENTORY OF THE EARTH	86176630 ITU	1/27/2014	DigitalGlobe, Inc.
GEOHIVE	86817700 ITU	11/12/2015	DigitalGlobe, Inc.
SECUREWATCH	87181557 ITU	9/23/2016	DigitalGlobe, Inc.
SEE A BETTER WORLD	87075825 ITU	6/17/2016	DigitalGlobe, Inc.
SPACENET	87232837 ITU	11/10/2016	DigitalGlobe, Inc.