

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of security interest in trademarks filed at R/F 5972/0602		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		10/05/2017	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	The Radiant Group, Inc.		
Street Address:	1300 W. 120TH AVENUE		
City:	WESTMINSTER		
State/Country:	COLORADO		
Postal Code:	80234		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3300903	RADIANTBLUE	
Registration Number:	2612551	SMART EXTRACT	
Registration Number:	2317888	AFIX TRACKER	
Registration Number:	1959199	AFIX	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	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 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0475		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	10/05/2017		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE, dated as of October 5, 2017 (this “Release”), is made by **BARCLAYS BANK PLC** in its capacity as Collateral Agent for the Secured Parties (the “Collateral Agent”) under the Credit and Guaranty Agreement dated as of December 22, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), to **DIGITALGLOBE, INC.**, a Delaware corporation, **DIGITALGLOBE INTELLIGENCE SOLUTIONS, INC.**, a Delaware corporation and **THE RADIANT GROUP, INC.**, a Colorado corporation, each having an address at 1300 W. 120th Avenue, Westminster Colorado 80234 (each, a “Grantor”, and collectively, the “Grantors”). Capitalized terms not defined herein shall have the meanings attributed to them in the Security Agreement (as defined below).

WHEREAS, to secure the due and prompt payment and performance by the Grantors of the Secured Obligations, each Grantor entered into that certain Security Agreement dated as of December 22, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”) with the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered the Trademark Security Agreement, dated as of December 22, 2016, in favor of the Collateral Agent (the “Trademark Security Agreement”).

WHEREAS pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Collateral Agent, 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 property, whether then owned or thereafter acquired by such Grantor, wherever located and whether then or thereafter existing or arising (collectively, the “Trademark Collateral”): 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, 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; 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 held by any Grantor in respect of any of the items listed above); and 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, which security interest in and Lien was recorded in the records of the PTO on January 23, 2017 at Trademark Reel 5972, Frame 0564, for DigitalGlobe, Inc., at Reel 5969, Frame 0758 for DigitalGlobe Intelligence Solutions, Inc. and at Reel 5972, Frame 0602 for The Radiant Group, Inc.

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its Lien on and security interest in the Trademark Collateral have been met, and accordingly, the Collateral Agent has agreed to: (i) release all of its security interest covering the Trademark Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the Grantors; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement or otherwise.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its Lien on and continuing security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns to each Grantor, as applicable, any and all right, title and interest it has in and to, the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: May Huang

Title: Assistant Vice President

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Security Agreement filed for DigitalGlobe, Inc. on January 23, 2017 at Reel 5972, Frame 0564:

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.
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.

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.
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.

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.

Trademark Security Agreement filed for DigitalGlobe Intelligence Solutions, Inc. on January 23, 2017 at Reel 5969, Frame 0758:

Trademark	Reg. No.	Reg. Date	Owner
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..
MRGEO	4324681	4/23/2013	DigitalGlobe Intelligence Solutions, Inc.

Trademark Security Agreement filed for The Radiant Group, Inc. on January 23, 2017 at Reel 5972, Frame 0602:

Trademark	Reg. No.	Reg. Date	Owner
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.