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Tab settings

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20503
Documents or copy thereof.

1. Name of conveying party(ies): 1-31-03
Spot Image Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: October 22, 2001

2. Name and address of receiving party(ies)
Name: Spot Image S.A.
Internal Address: 5, rue de Satellites
Street Address: 31030 TOULOUSE, Cedex
City: FRANCE State: _____ Zip: _____
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other a French corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,266,212 and 1,286,879

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James L. Bikoff, Esq.
Internal Address: Silverberg, Goldman & Bikoff,
L.L.P.

Street Address: 1101 30th Street, NW
Georgetown Place - Suite 120
Washington, DC 20007
0000257 500995 State: DC Zip: 20007

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0995

02/24/2003 OBYRNE 0000257 500995 State: DC Zip: 20007

01 FC: 452 40.00 CH
02 FC: 452 25.00 CH

DO NOT USE THIS SPACE

Darlene S. Klinksieck
Name of Person Signing

[Signature]
Signature

January 31, 2003
Date

6

Total number of pages including cover sheet, attachments, and document:

1, 286, 879

POWER OF ATTORNEY AND
APPOINTMENT OF DOMESTIC REPRESENTATIVE

Assignee Spot Image S.A., a French corporation having an address at 5, rue de Satellites, 31030 TOULOUSE, Cedex, FRANCE, hereby appoints JAMES L. BIKOFF and SILVERBERG, GOLDMAN & BIKOFF, L.L.P., a law firm comprising members of the Bar of the District of Columbia, located at Georgetown Place, Suite 120, 1101 30th Street, NW, Washington, DC 20007, as its attorneys, with full powers of substitution and revocation, to prosecute this Recordation, to receive all related communications, to transact all business in the U.S. Patent and Trademark Office in connection therewith, and to receive the Notice of Recordation. Please address all communications relating to this Recordation to:

James L. Bikoff, Esq.
SILVERBERG, GOLDMAN & BIKOFF, L.L.P.
Georgetown Place - Suite 120
1101 30th Street. NW
Washington, DC 20007
202/944-3300

Assignee also hereby designates JAMES L. BIKOFF and SILVERBERG, GOLDMAN & BIKOFF, L.L.P., at the above address, as its representative upon which notice may be served in connection with proceedings affecting the instant recordation.

SPOT IMAGE S.A.

By: 

James L. Bikoff, Esq.
Silverberg, Goldman & Bikoff, L.L.P.
Georgetown Place, Suite 120
1101 30th Street, NW
Washington, DC 20007
202/944-3300

Date: November 25, 2002

Its Attorneys

TRADEMARK
REEL: 002676 FRAME: 0625

TRADEMARK ASSIGNMENT AGREEMENT

BETWEEN :

Spot Image Corporation, a corporation existing under the laws of Delaware, having its head office at 1897 Preston White Drive – Reston, VA 20191 – 4368, USA
Represented by Mr. Gene COLABATISTTO, as Chief Executive Officer

(hereinafter referred to as "the ASSIGNOR")

AND :

Spot Image S.A., a corporation existing under the laws of France, having its head office at 5, rue des Satellites, 31030 TOULOUSE Cedex

Represented by Mr. Jean-Marc NASR, as Chief executive officer

(hereinafter referred to as "the ASSIGNEE")

(the ASSIGNOR and the ASSIGNEE being referred to collectively as "the Parties" and individually as "a Party").

PREAMBLE

WHEREAS, the ASSIGNOR is the sole registered owner of all registered trademarks and related rights in and to defined in Annex 1 (hereinafter referred to as "the Trademarks").

WHEREAS, the ASSIGNEE desires to become the sole owner of such Trademarks and the ASSIGNOR is desirous to transfer the same to the ASSIGNEE, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows :

ARTICLE 1

The ASSIGNOR hereby transfers and assigns to the ASSIGNEE, which accepts, absolutely all rights, title and interests in and to the Trademarks.

As a consequence of the present assignment, all rights and powers arising or accrued therefrom, including the right to freely use the Trademarks, the right to grant licenses thereof, the right to assign or to renounce to the Trademarks, the right to sue for damages and other

remedies in respect of any infringement prior to the date hereof, shall be vested to the ASSIGNEE.

ARTICLE 2

The ASSIGNOR hereby delivers any and all documents relating to the Trademarks to the ASSIGNEE.

ARTICLE 3

In compensation of the present assignment of the Trademarks, the ASSIGNOR shall pay a lump sum of one thousand five hundred US Dollars (USD 1,500), within thirty (30) days after the date of effectiveness of the present Agreement.

ARTICLE 4

The ASSIGNOR hereby declares that the Trademarks have been commercially exploited during the past five years, and that no license of any of such Trademarks have been granted to any third party.

ARTICLE 5

The ASSIGNOR, on the one hand, and the ASSIGNEE on the other hand, shall proceed to all formalities applicable to each of them in connection with the present Trademark assignment.

All powers are hereby given to the holder of an original of the present Agreement to proceed to such formalities.

ARTICLE 6

The present Agreement shall have retroactive effect as of July 1st, 2001.

ARTICLE 7

7.1 Resolution of Disputes. The Parties shall endeavour to settle by negotiation any dispute arising out of the present Agreement. In case of failure to settle the dispute by negotiation, then the dispute shall be submitted to the Courts of Toulouse, France.

The law applicable to the present Agreement shall be the internal French law.

7.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in force and effect.

- 7.3 Waiver. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- 7.4 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter.
- 7.5 Amendments. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, change, waiver or discharge is sought to be enforced.

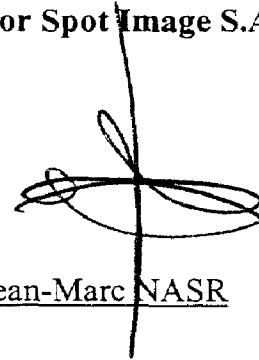
Made in six originals, in Toulouse, on October 22, 2001.

For Spot Image Corporation



Neal CARNEY

For Spot Image S.A.



Jean-Marc NASR