

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|------------------------------|----------------------------------------------|

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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MSE Corporation | | 07/02/1997 | CORPORATION: INDIANA |

| | |
|-----------------------------|--------------------------|
| RECEIVING PARTY DATA | |
| Name: | Analytical Surveys, Inc. |
| Street Address: | 11900 Crownpoint Drive |
| City: | San Antonio |
| State/Country: | TEXAS |
| Postal Code: | 78233 |
| Entity Type: | CORPORATION: COLORADO |

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|----------------------------------|---------------|----------------------------------|
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2116512 | IDS INFORMATION DELIVERY SERVICE |

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|--------------------------------------------------------------------------------------|-----------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (317)236-9907 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | pbyler@binghammchale.com |
| Correspondent Name: | Daniel L. Boots |
| Address Line 1: | 10 West Market Street |
| Address Line 2: | 2700 Market Tower |
| Address Line 4: | Indianapolis, INDIANA 46204 |

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| ATTORNEY DOCKET NUMBER: | 4584-36734 |
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|---------------------------|-------------------|
| NAME OF SUBMITTER: | Patricia A. Byler |
|---------------------------|-------------------|

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| Total Attachments: 5 source=Purchase Agreement#page1.tif source=Purchase Agreement#page2.tif source=Purchase Agreement#page3.tif source=Purchase Agreement#page4.tif source=Purchase Agreement#page5.tif |
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MASTER

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is entered into as of July 2, 1997, by and between Analytical Surveys, Inc., a Colorado corporation (the "Buyer") and Sol C. Miller (the "Shareholder").

RECITALS

The Shareholder owns all of the issued and outstanding capital stock of MSE Corporation, an Indiana corporation (the "Company"). The Shareholder desires to sell, and the Buyer desires to purchase, all of the issued and outstanding capital stock of the Company as provided in this Agreement.

AGREEMENT

The parties agree as follows:

ARTICLE I. DEFINITIONS

1.1. For purposes of this Agreement:

Adjusted Net Worth means the assets minus the liabilities as shown on the Latest Balance Sheet and the Closing Date Balance Sheet, as applicable.

Adjustment Date means the date that is agreed to by the Company and the Shareholder, but if no agreement is reached then such date is the first business day that falls 75 days after the Closing.

Adverse Consequences means all actions, suits, proceedings, investigations, complaints, claims, demands, Orders, liabilities, liens, losses, damages, penalties, fines, settlements, costs (including removal and remediation costs), expenses and fees (including court costs and reasonable fees and expenses of counsel and other experts).

Affiliate means any Person controlled by, controlling, or under common control with another Person.

Affiliated Group means any affiliated group within the meaning of Code Section 1504 or any similar group defined under a similar provision of state, local or foreign law.

Benefit Arrangement has the meaning given to such term in Section 3.1(n)(iii).

Buyer Indemnitee has the meaning given to such term in Section 6.2.

Principal Customer has the meaning given to such term in Section 3.1(p).

Right means any right, property interest, concession, patent, trademark, trade name, copyright, know-how or other proprietary right of another Person.

Section 338(h)(10) Election has the meaning given to such term in Section 4.8(a).

Seller Indemnitee has the meaning given to such term in Section 6.1.

Shareholder has the meaning given to such term in the preamble to this Agreement.

Shares means all of the issued and outstanding capital stock of the Company.

Subsidiary has the meaning given to such term in Section 3.1(b).

Survival Period means, with respect to a representation or warranty, the applicable period after the Closing Date during which such representation or warranty survives pursuant to Section 8.13.

Tax means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, documentary, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition.

Tax Return means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment to any of them, and including any amendment of any of them.

Terminable Contracts has the meaning given to such term in Section 4.9.

ARTICLE II. PURCHASE AND SALE

2.1. Basic Transaction. Subject to the terms and conditions set forth in this Agreement, the Buyer agrees to purchase from the Shareholder, and the Shareholder agrees to sell to the Buyer, all of the Shares, free and clear of any Encumbrance, for the consideration specified in Section 2.2. The Buyer will have no obligation under this Agreement to purchase less than all of the Shares.

or are entitled to receive any payments from the Company pursuant to the Amended and Restated Equity Participation Plan of the Company.

(o) Employees and Labor. Since March 31, 1997, the Company and each Subsidiary have not received any notice; and to the knowledge of the Shareholder, there is no reason to believe that any executive or key employee of the Company or any Subsidiary, or any group of employees of the Company or any Subsidiary, has any plans to terminate his, her or its employment with the Company or any Subsidiary, except as set forth in Schedule 3.1(o). No executive or key employee is subject to any agreement, obligation, Order or other legal hindrance that impedes or might impede such executive or key employee from devoting his or her full business time to the affairs of the Company or any Subsidiary, and, if such person becomes an employee of the Buyer, to the affairs of the Buyer after the date of this Agreement. The Company and each Subsidiary will not be required to give any notice under the Worker Adjustment and Retraining Notification Act, as amended, or any similar Legal Requirement as a result of this Agreement, the Other Seller Agreements or the transactions contemplated by them. Except as set forth on Schedule 3.1(o), the Company and each Subsidiary do not have any labor relations problems or disputes, and neither the Company nor any Subsidiary has experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. Neither the Company nor any Subsidiary is a party to or is bound by any collective bargaining agreement, there is no union or collective bargaining unit at the Company's or any Subsidiary's facilities, and no union organization effort has been threatened, initiated or is in progress with respect to any employees of the Company or of any Subsidiary.

(p) Customer Relationships. Schedule 3.1(p) lists each customer (the "Principal Customers") that individually or with its affiliates accounted for a Contract Value of \$300,000 or more. To the knowledge of the Shareholder, the Company and each Subsidiary have good commercial working relationships with the Principal Customers. Since December 31, 1996, no Principal Customer has cancelled or otherwise terminated its relationship with the Company or any Subsidiary, materially decreased or limited its contribution of revenue to the Company or any Subsidiary, or indicated an intention to take any such action. The Shareholder has received no written or oral communication from a Principal Customer that the execution and delivery of this Agreement by either party or the consummation of the transactions contemplated by this Agreement will cause such Principal Customer to terminate or materially reduce the service provided by the Company under its agreements with such Principal Customer after the date of this Agreement (other than in connection with normal rundowns in services provided as a result of the completion of services contemplated in such Agreements).

(q) Environmental Matters. Except as set forth on Schedule 3.1(q), neither the Company nor any Subsidiary has ever owned any real property.

(r) Intellectual Property. The Company and each Subsidiary owns or has the legal right to use each item of Intellectual Property required to be identified on Schedule 3.1(i). Except as set forth on Schedule 3.1(r), the sale of the Shares to the Buyer will not affect the Company's or any Subsidiary's right to use any such Intellectual Property. To the knowledge

of the Shareholder, the continued operation of the business of the Company and any Subsidiary as currently conducted will not interfere with, infringe upon, misappropriate or conflict with any Intellectual Property rights of another Person. To the knowledge of the Shareholder, no other Person has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property rights of the Company or any Subsidiary: Except as set forth on Schedule 3.1(i), neither the Company nor any Subsidiary has granted any license, sublicense or permission with respect to any Intellectual Property owned or used in the Company's or the Subsidiary's business.

(s) Disclosure. In connection with the sale of the Shares under this Agreement, the Shareholder has complied with the requirements of Rule 10b-5 of the Securities and Exchange Commission.

3.1. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Shareholder as follows, as of the date of this Agreement:

(a) Organization and Qualification, etc. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado and has corporate power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted. The Buyer is duly qualified to do business and is in good standing in each jurisdiction where the failure to be so qualified would have a material adverse effect on the business or properties of the Company.

(b) Authority Relative to Agreement. The Buyer has full and absolute right, power and authority to execute, deliver and perform this Agreement and the Other Buyer Agreements, and to consummate the transactions contemplated on its part by this Agreement and the Other Buyer Agreements. The execution and delivery of this Agreement by Buyer, and the consummation by the Buyer of the transactions contemplated on its part by this Agreement and the Other Buyer Agreements have been duly authorized by the Buyer's board of directors. No other corporate approvals on the part of the board of directors or shareholders of the Buyer are necessary to authorize the execution and delivery of this Agreement, and the Other Buyer Agreements. This Agreement and the Other Buyer Agreements have been duly executed and delivered by the Buyer and, assuming the due authorization, execution and delivery of this Agreement and the Other Buyer Agreements by the other parties to such agreements, are valid and binding agreements, enforceable against the Buyer in accordance with their respective terms, except as such enforcement is subject to the effect of (i) any applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting creditors' rights generally and (ii) general principles of equity, including, without limitation, concepts of reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

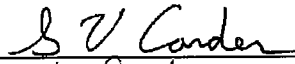
(c) Non-Contravention. The execution, delivery and performance of this Agreement and the Other Buyer Agreements and the consummation by the Buyer of the transactions contemplated by this Agreement and by the Other Buyer Agreements will not, (i) violate any

to the other party concerning such matter within the applicable period set forth above, then all rights of such party to seek indemnification with respect to such matter will survive.

The parties to this Agreement have executed this Agreement as of the date first above written.

BUYER:

ANALYTICAL SURVEYS, INC.

By: 
Name: Sol V. Corder
Title: Chief Executive Officer

SHAREHOLDER:


Sol C. Miller

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