

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geotrace Technologies, Inc.		08/15/2008	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	Steel City Capital Funding, LLC
Street Address:	1600 Market Street, 31st Floor
Internal Address:	c/o PNC Bank, National Association
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2351432	GEOTRACE
Registration Number:	1222137	GEO-TRACE
Registration Number:	1985282	ANSER
Registration Number:	2187044	EASY3D
Registration Number:	2023660	EASYEDIT
Registration Number:	2023657	EASYFILT
Registration Number:	2019180	EASYMOD
Registration Number:	2023659	EASYRAY
Registration Number:	2019181	EASYSECT
Registration Number:	2023661	EASYSTRAT
Registration Number:	2023658	EASYSYN
Registration Number:	1619522	GISCAD
Registration Number:	2406211	HFI

CH \$665.00 2351432

Registration Number:	1364981	IG3
Registration Number:	2894623	MAXRES
Serial Number:	76039586	MONOVIBE
Registration Number:	2960354	ROCKRES
Registration Number:	3210190	GEOTRACE
Serial Number:	78850884	HIGH FREQUENCY IMAGING
Registration Number:	3272139	RESOLUTIONARY
Registration Number:	3272138	TIE IT ALL TOGETHER
Serial Number:	77434000	DIAMOND
Serial Number:	77433994	VELOCITY WORK-BENCH
Serial Number:	77322664	TIGRESS
Serial Number:	77137388	GEOTRACE
Serial Number:	77433998	BE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	700653
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/27/2008

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings =>=>=>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GEOTRACE TECHNOLOGIES, INC.
1011 Highway 6 South, Suite 2200
Houston, TX 77077

- Individual(s)
- General Partnership
- Corporation-State: CO
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Steel City Capital Funding, LLC

Internal Address: C/O PNC Bank, National Association

Street Address: 1600 Market Street, 31st Floor

City: Philadelphia State: PA ZIP: 19103

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company

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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 15, 2008

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)
See attached Schedule A

B. Trademark registration No.(s)
See attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41): \$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Emily M. Fishman, Esq.

Name of Person Signing



Signature

August 26, 2008

Date

Total number of pages including coversheet, attachments and document:

7

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, GEOTRACE TECHNOLOGIES, INC., a corporation formed under the laws of Colorado, located at 1011 Highway 6 South, Suite 220, Houston, Texas 77077 (“Borrower”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to PNC Bank National Association (“PNC”), Steel City Capital Funding, LLC (“Steel City”) and various other financial institutions (collectively, “Lenders”), PNC as administrative agent for Lenders (“Administrative Agent”) and Steel City as collateral agent for Lenders (“Collateral Agent”) (Administrative Agent and Collateral Agent, each an “Agent” and collectively, “Agents”) pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agents, Lenders and Borrower and GEOTRACE TECHNOLOGIES LIMITED, as a borrower (the “Loan Agreement”) and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Collateral Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

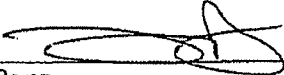
WHEREAS, pursuant to the Agreements, Borrower is granting to Collateral Agent for its benefit and for the ratable benefit of Administrative Agent and Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor and all proceeds thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Collateral Agent for its benefit and for the ratable benefit of Administrative Agent and Lenders and grants to Collateral Agent for its benefit and for the ratable benefit of Administrative Agent and Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Loan Agreement and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agents and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
August 15, 2008

GEOTRACE TECHNOLOGIES, INC., as a
Borrower

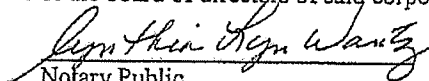
By: 
Name: Jesse Perez
Title: Vice President

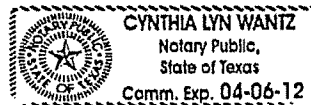
STEEL CITY CAPITAL FUNDING, LLC, as
Administrative Agent

By: _____
Name:
Its:

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

On this 14th day of August, 2008, before me personally came Jesse Perez, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Geotrace Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public



STATE OF PENNSYLVANIA)
 : ss.:
COUNTY OF _____)

On this _____ day of August, 2008, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of Steel City Capital Funding, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

Borrower expressly acknowledges and affirms that the rights and remedies of Agents and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
August 15, 2008

GEOTRACE TECHNOLOGIES, INC., as a
Borrower

By: _____
Name: Jesse Perez
Title: Vice President

STEEL CITY CAPITAL FUNDING, LLC, as
Collateral Agent

By: 
Name: Ian Yehros
Its: Managing Director

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 15, 2008 before me, Guadalupe Martinez, Notary Public
(Here insert name and title of the officer)

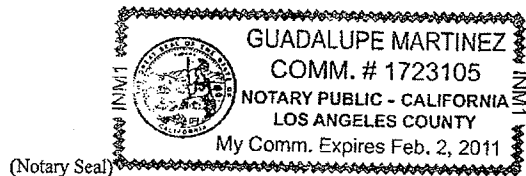
personally appeared Elan Yehvos

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Guadalupe Martinez
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Loan Documents for
(Title or description of attached document)

Geotrace Technologies
(Title or description of attached document continued)

Number of Pages Document Date 8/15/08

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Elan Yehvos, Managing Director
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 15, 2008, by and between Geotrace Technologies, Inc. ("Borrower") and Steel City Capital Funding, LLC, as Collateral Agent.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Class
GEOTRACE	75/586247	11/10/1998	2351432	5/23/2000	042
GEO-TRACE (and Design)	256602	4/3/1980	1222137	12/28/1982	042
ANSER	74/649264	3/20/1995	1985282	7/9/1996	035
EASY3D	75/027468	12/4/1995	2187044	9/8/1998	009
EASYEDIT	75/027469	12/4/1995	2023660	12/17/1996	009
EASYFILT	75/027465	12/4/1995	2023657	12/17/1996	009
EASYMOD	75/027472	12/4/1995	2019180	11/26/1996	009
EASYRAY	75/027467	12/4/1995	2023659	12/17/1996	009
EASYSECT	75/027474	12/4/1995	2019181	11/26/1996	009
EASYSTRAT	75/027470	12/4/1995	2023661	12/17/1996	009
EASYSYN	75/027466	12/4/1995	2023658	12/17/1996	009
GISCAD	73/803304	5/30/1989	1619522	10/30/1990	009
HFI	75/873740	12/16/1999	2406211	11/21/2000	042
IG3	73/522451	2/15/1985	1364981	10/8/1985	042
MAXRES	76/518327	6/2/2003	2894623	10/19/2004	042
MONOVIBE	76/039586	5/3/2000			035
ROCKRES	76/517841	5/29/2003	2960354	6/7/2005	042
GEOTRACE Logo	78/562450	2/8/2005	3210190	2/20/2007	042
HIGH FREQUENCY IMAGING	78/850884	3/31/2006			
RESOLUTIONARY	78/861955	4/14/2006	3272139	7/31/2007	042
TIE IT ALL TOGETHER	78/861950	4/14/2006	3272138	7/31/07	042
DIAMOND	77/434000	3/28/2008			042
VELOCITY WORK-BENCH	77/433994	3/28/2008			042
TIGRESS	77/322664	11/6/2007			
GEOTRACE	77/137388	3/22/2007	3368040	1/15/2008	042
BE	77/433998	3/28/2008			042