

**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         |
|-------------------------------|----------|----------------|---------------------|
| Terrapoint Canada (2008) Inc. |          | 10/15/2009     | CORPORATION: CANADA |

**RECEIVING PARTY DATA**

|                   |                      |
|-------------------|----------------------|
| Name:             | 1482747 Alberta Ltd. |
| Street Address:   | St. Julian's Avenue  |
| Internal Address: | Ogier House          |
| City:             | St. Peter Port       |
| State/Country:    | GUERNSEY             |
| Postal Code:      | GY1 1WA              |
| Entity Type:      | COMPANY: ALBERTA     |

**PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3501886 | TITAN     |

**CORRESPONDENCE DATA**

Fax Number: (617)502-5162  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6172485000  
 Email: kschoff@choate.com  
 Correspondent Name: Choate Hall & Stewart LLP  
 Address Line 1: Two International Place  
 Address Line 2: Attn: Kell L. Schoff  
 Address Line 4: Boston, MASSACHUSETTS 02110

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 2008537-0002 |
|-------------------------|--------------|

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

**900152524**

**TRADEMARK  
 REEL: 004134 FRAME: 0001**

**OP \$40.00 3501886**

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Kell L. Schoff

Signature:

/Kell L. Schoff/

Date:

01/20/2010

**Total Attachments: 8**

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EXHIBIT D

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 15<sup>th</sup> day of October, 2009, between TERRAPOINT CANADA (2008) INC., a federally incorporated company ("Debtor") and 1482747 ALBERTA LTD.

WITNESSETH:

WHEREAS, the Debtor has executed and delivered to the Secured Party, that certain Amended and Restated Security Agreement dated as of October 15, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtor is required to execute and deliver to the Secured Party, this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **Grant of Security Interest in Trademark Collateral.** The Debtor hereby grants to the Secured Party, a continuing security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all renewals, reissues, continuations or extensions of the foregoing;
  - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (e) all products and proceeds of the foregoing, including, any claim by the Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
3. **Security for Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and

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would be owed by the Debtor to the Secured Party whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Debtor.

4. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and 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.
5. **Authorization to Supplement.** If the Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting the Debtor's obligations under this Section 5, the Debtor hereby authorize the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.
6. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Debt Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
7. **Construction.** Unless the context of this Trademark Security Agreement or any other Debt Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by any Secured Party include estimates honestly made by the Secured Party (in the case of quantitative determinations) and beliefs honestly held by such Secured Party (in the

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case of qualitative determinations). Any reference herein or in any other Debt Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any requirement of a writing contained herein or in any other Debt Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DEBTOR:**

**TERRAPOINT CANADA (2008) INC.**

By: \_\_\_\_\_

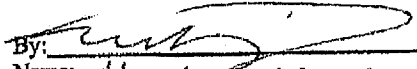
Name: *Martin Sendyk*

Title: *President + CEO*

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SECURED PARTY:

1482747 ALBERTA LTD.

By:   
Name: Michael Ashworth  
Title: CEO

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SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

| Trade-Mark | Application No. | Registration No. | Wares/Services   | Owner                            |
|------------|-----------------|------------------|--|----------------------------------|
| TITAN      | 78/912109       | 3501886 (USPTO)  | IC 009. US 021<br>023 026 036 038.<br>G & S:<br>ELECTRONIC<br>MEDIA,<br>NAMELY, PRE-<br>RECORDED<br><br>VIDEO TAPES,<br>CD ROMS AND<br>DVD DISCS<br>FEATURING<br>THREE<br>DIMENSIONAL<br>LIGHT<br><br>DETECTION<br>AND RANGING<br>DATA, DIGITAL<br>IMAGE DATA<br>AND SENSOR<br>DATA FROM<br>THE<br><br>EARTH<br>SURFACE<br><br>IC 016. US 002<br>005 022 023 029<br>037 038 050. G &<br>S: PRINTED<br>MATERIAL,<br>NAMELY,<br>REPORTS<br><br>FEATURING<br>ANALYSIS OF<br>LIGHT<br>DETECTION<br>AND RANGING<br>DATA, DIGITAL<br>IMAGE DATA<br><br>AND SENSOR<br>DATA FROM | Terrapoint Canada<br>(2008) Inc. |

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|       |           |                   |  |                               |
|-------|-----------|-------------------|--|-------------------------------|
|       |           |                   | <p>THE EARTH SURFACE; PRINTED MATERIAL, NAMELY, REPORTS,</p> <p>MAPS, DIAGRAMS, TABLES AND GRAPHS FEATURING LIGHT DETECTION AND RANGING</p> <p>DATA, DIGITAL IMAGE DATA AND SENSOR DATA FROM THE EARTH SURFACE</p>   |                               |
| TITAN | 1 304 980 | MNA698,694 (CIPO) | <p>(1) Printed material, namely, reports, maps, diagrams, tables, and graphs featuring light detection and ranging data, digital image data and sensor data from the earth surface.</p> <p>(2) Printed material, namely, reports featuring analysis of light detection and ranging data, digital image data and sensor data from the earth</p> | Terrapoint Canada (2008) Inc. |

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|  |  |  | <p>surface.</p> <p>(3) Electronic media, namely, pre-recorded video tapes, CD ROMS and DVD discs featuring three dimensional light</p> <p>detection and ranging data, digital image data and sensor data from the earth surface.</p> |  |
|--|--|--|--|--|

Trade Names

Common Law Trademarks

Trademark Licenses

N/A

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