

## 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
2245060 ONTARIO LTD.		11/28/2012	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	CLEANTECH ALLIANCE DIRECT FUND, LP		
Street Address:	33 South Sixth Street, Suite 4646		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2965887	FALCON INFORMATICS	
Registration Number:	3229945	IMAGETREE	
Registration Number:	3332712	IMAGETREE	
Registration Number:	3295695	YOUR FOREST SPEAKS VOLUMES	
Registration Number:	3296972	FORESTSENSE	
Registration Number:	3365066	FORESTCHECK	
Serial Number:	77444126	STAND EXPLORER	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$190.00 2965887

<b>NAME OF SUBMITTER:</b>	Susan Carlson
<b>Signature:</b>	/e/ Susan Carlson
<b>Date:</b>	11/29/2012
<b>Total Attachments: 6</b> source=IP 2245060 Ontario Ltd#page1.tif source=IP 2245060 Ontario Ltd#page2.tif source=IP 2245060 Ontario Ltd#page3.tif source=IP 2245060 Ontario Ltd#page4.tif source=IP 2245060 Ontario Ltd#page5.tif source=IP 2245060 Ontario Ltd#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(2245060 ONTARIO LTD.)**

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of November 28, 2012, between **2245060 ONTARIO LTD.**, an Ontario corporation ("Grantor"), and **CLEANTECH ALLIANCE DIRECT FUND, LP**, a Delaware limited partnership, as lender ("Lender").

RECITALS

A. Lender has or will enter into certain financial accommodations with **GEODIGITAL INTERNATIONAL INC.**, a company existing under the Canada Business Corporations Act ("Geo Inc."), and **GEODIGITAL INTERNATIONAL CORP.**, a Delaware corporation ("Geo Corp.", and together with Geo Inc., collectively, the "Borrowers" and each, a "Borrower") pursuant to a Subordinated Loan Agreement made as of November 28, 2012, among Lender and Borrowers, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Lender has required Grantor to provide (i) a certain Security Agreement dated as of even date herewith between Grantor and Lender, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), and (ii) this Agreement to Lender, in each case, to secure the Secured Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement. All terms used without definition in this Agreement or in the Security Agreement shall have the meaning assigned to them in the Minnesota Uniform Commercial Code.

C. Grantor is financially interested in the affairs of each Borrower, and deems it advisable, desirable, and in the best interests of Grantors to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

2245060 ONTARIO LTD.  
c/o GeoDigital International, Inc.  
175 Longwood Road South, Suite 400A  
Hamilton, Ontario L8P 0A1  
Fax: 905-667-7203

Grantor:

2245060 ONTARIO LTD.,  
an Ontario corporation

By: 

Name: DEREK CARDY

Title: SECRETARY

Address:

CleanTech Alliance Direct Fund, LP  
North Sky Capital  
33 South Sixth Street, Suite 4646  
Minneapolis, MN 55402  
Attention: Mike Pohlen  
Telephone: 612-435-7190  
Facsimile: 612-435-7191  
Email: mpohlen@northskycapital.com

Lender:

**CLEANTECH ALLIANCE DIRECT FUND, LP,**  
a Delaware limited partnership, as lender

By: North Sky Capital, LLC  
Its: General Partner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

2245060 ONTARIO LTD.  
c/o GeoDigital International, Inc.  
175 Longwood Road South, Suite 400A  
Hamilton, Ontario L8P 0A1  
Fax: 905-667-7203

Grantor:

**2245060 ONTARIO LTD.,**  
an Ontario corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

CleanTech Alliance Direct Fund, LP  
North Sky Capital  
33 South Sixth Street, Suite 4646  
Minneapolis, MN 55402  
Attention: Mike Pohlen  
Telephone: 612-435-7190  
Facsimile: 612-435-7191  
Email: mpohlen@northskycapital.com

Lender:

**CLEANTECH ALLIANCE DIRECT FUND, LP,**  
a Delaware limited partnership, as lender

By: North Sky Capital, LLC  
Its: General Partner

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

Name: MIKE POHLEN

Title: MANAGING DIRECTOR

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B****Patents**

<b>Registrant</b>	<b>Title</b>	<b>Filing Date</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Issue Date</b>
2245060 Ontario Ltd.	Method of Feature Identification and Analysis	5/3/2002	10/139,001	7,212,670	5/1/2007
2245060 Ontario Ltd.	Remote Sensing and Probabilistic Sampling Based Forest Inventory Method	3/23/2007	11/728,099	7,639,842	12/29/2009
2245060 Ontario Ltd.	Remote Sensing and Probabilistic Sampling Based Forest Inventory Method	11/13/2009	12/618,321	Pending	Pending
2245060 Ontario Ltd.	Remote Sensing and Probabilistic Sampling Based Method for Determining the Carbon Dioxide Volume of a Forest	12/19/2008	12/340,217	8,111,924	2/7/2012
2245060 Ontario Ltd.	Method for Determination of Stand Attributes and a Computer Program to Perform the Method	10/26/2000	10/111,145	6,792,684	9/21/2004

**EXHIBIT C**

**Trademarks**

<b>Registrant</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
2245060 Ontario Ltd.	FALCON INFORMATICS	12/8/2003	76563764	2,965,887	7/12/2005
2245060 Ontario Ltd.	IMAGETREE	7/10/2006	78925422	3,229,945	4/17/2007
2245060 Ontario Ltd.	IMAGETREE	6/20/2006	78911980	3,332,712	11/6/2007
2245060 Ontario Ltd.	YOUR FOREST SPEAKS VOLUMES	6/20/2006	78911992	3,295,695	9/18/2007
2245060 Ontario Ltd.	FORESTSENSE	1/25/2007	77091262	3,296,972	9/25/2007
2245060 Ontario Ltd.	FORESTCHECK	4/25/2007	77165163	3,365,066	1/8/2008
2245060 Ontario Ltd.	STAND EXPLORER	4/9/2008	77444126	Abandoned	12/29/2009