

Joint

ASSIGNMENT

WHEREAS, we, J. Justin Lancaster and Christopher J. Bell
have invented a certain improvement in

RAPID TERRAIN MODEL GENERATION WITH 3-D OBJECT FEATURES
AND USER CUSTOMIZATION INTERFACE

described in a U.S. Provisional Application about to be filed in
the United States Patent Office; and

WHEREAS, GeoSoftware, Inc. (hereinafter "ASSIGNEE") a
corporation organized and existing under the laws of the State of
Delaware, and having a usual place of business at 6 Valley Road,
Lexington, Massachusetts 02173 desires to acquire an interest
therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that
for and in consideration of said agreements and of other good and
valuable consideration, the receipt of which is hereby
acknowledged, we have sold, assigned and transferred and by these
presents do hereby sell, assign and transfer unto said ASSIGNEE,
its successors, assigns and legal representatives, the entire
right, title and interest in and throughout the United States of
America, its territories and all foreign countries, in and to
said invention as described in said Provisional Application,
together with the entire right, title and interest in and to said
Provisional Application and such Letters Patent as may issue on
said invention; said invention, application and Letters Patent to
be held and enjoyed by said ASSIGNEE for its own use and behalf
and for its successors, assigns and legal representatives, to the
full end of the term for which said Letters Patent may be granted
as fully and entirely as the same would have been held by us had
this assignment and sale not been made; we hereby convey all
rights arising under or pursuant to any and all international
agreements, treaties or laws relating to the protection of
industrial property by filing any such applications for Letters
Patent. We hereby acknowledge that this assignment, being of the
entire right, title and interest in and to said invention,
carries with it the right in ASSIGNEE to apply for and obtain
from competent authorities in all countries of the world any and
all Letters Patent by attorneys and agents of ASSIGNEE's
selection and the right to procure the grant of all such Letters
Patent to ASSIGNEE for its own name as assignee of the entire
right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any nonprovisional applications including substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: J. Justin Lancaster
J. Justin Lancaster

Commonwealth of Massachusetts
County of Middlesex

Then personally appeared before me the above-named J. Justin Lancaster and acknowledged that he executed the foregoing instrument as his free act and deed this 9th day of September, 1997.

Robert T. Conway Notary Public
Robert T. Conway (print name)
My Commission expires 4 / 22 / 99

(SEAL)

Inventor:

Christopher J. Bell
Christopher J. Bell

Commonwealth of Massachusetts

County of Middlesex

Then personally appeared before me the above-named Christopher J. Bell and acknowledged that he executed the foregoing instrument as his free act and deed this 9th day of September, 1997.

(SEAL)

Robert T. Conway Notary Public
Robert T. Conway (print name)
My Commission expires 4 / 22 / 99