

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Space Imaging LLC	01/10/2006
RECEIVING PARTY DATA	
Name:	ORBIMAGE SI Opco Inc. d/b/a GeoEye
Street Address:	21700 Atlantic Boulevard
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11753272
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	17981-015
NAME OF SUBMITTER:	Susan E. Chetlin

Total Attachments: 7
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EXECUTION VERSION

PATENT ASSIGNMENT

PATENT ASSIGNMENT, dated as of January 10, 2006, made by Space Imaging LLC, a Delaware limited liability company ("Assignor"), in favor of ORBIMAGE SI Opco Inc., a Delaware corporation ("Assignee").

WHEREAS Assignor is the owner of the patents and applications listed on Schedule 1 attached hereto (the "Patents");

WHEREAS, OrbImage Holdings, Inc. and OrbImage, Inc. (collectively, "OI") and Assignor are parties to an Asset Purchase Agreement dated as of September 15, 2005 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, under Section 10.7 of the Asset Purchase Agreement, OI may assign any of its rights and obligations thereunder to an Affiliate, provided that OI remains obligated for the performance of all its obligations under the Asset Purchase Agreement;

WHEREAS, OI has effected an assignment of its rights and obligations to Assignee, subject to OI's continuing obligation to perform all of its obligations under the Asset Purchase Agreement; and

WHEREAS, in connection with the Asset Purchase Agreement, Assignor assigned, sold, transferred, and otherwise conveyed all of Assignor's right, title and interest in and to the Patents to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms the sale, transfer, assignment and conveyance pursuant to the Asset Purchase Agreement of, and hereby additionally sells, transfers, assigns, and otherwise conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to, and under the following on an as-is, where is basis:

1. the Patents for the territory of the United States of America, and for all foreign countries (as may be applicable), including without limitation, any divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions or renewals which may be obtained; and
2. all proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for, or any profits arising from, past, present, or future infringement of the Patents or violations of licenses of the Patents.

Assignor further agrees that Assignor will, without further consideration, (a) cooperate with Assignee in the prosecution of all United States and foreign patent

applications based on the Patents, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer that may be reasonably necessary to further the purposes of the Asset Purchase Agreement and (c) perform such other acts as Assignee lawfully may request to help Assignee obtain, maintain, defend or enforce the Patents in all countries and to vest title thereto in Assignee.

In the event that Assignee is unable for any reason to secure Assignor's signature to any document that it is entitled to under the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorney-in-fact to act for and on behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing paragraph with the same legal force and effect as if executed by Assignor.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be duly executed and authorized as of the date hereof.

Assignor:

SPACE IMAGING LLC

By: SPACE IMAGING, INC., its Manager

By:


Name: Robert Z. Dalal

Title: Chief Executive Officer

Acknowledged and Agreed to:

Assignee:

ORBIMAGE SI OPCO INC.

By:

Name:

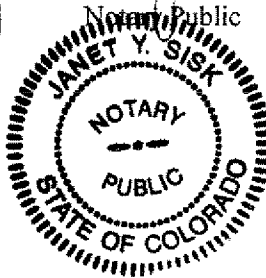
Title:

STATE OF Colorado)
 : ss.:
COUNTY OF Adams)

On this 10th day of January, 2006 before me personally came Robert Z. Dalal, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Chief Executive Officer of Space Imaging, Inc., the Manager of Space Imaging LLC; he signed the instrument in the name of Space Imaging LLC; and he had the authority to sign the instrument on behalf of Space Imaging LLC.

MY COMMISSION EXPIRES 05/09/2007

Janet Y. Sisk



IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be duly executed and authorized as of the date hereof.

Assignor:

SPACE IMAGING LLC

By: SPACE IMAGING, INC., its Manager

By: _____

Name: Robert Z. Dalal

Title: Chief Executive Officer

Acknowledged and Agreed to:

Assignee:

ORBIMAGE SI OPCO INC.

By: _____

Name: Matthew M. O'Connell

Title: President and Chief Executive Officer

STATE OF Virginia)
: ss.:
COUNTY OF Loudoun)

On this 4th day of January, 2006 before me personally came Matthew
O'Donnell, to me known to be the person who signed the foregoing instrument and
who being duly sworn by me did depose and state that he is the President & CEO
of ORBIMAGE SI Opco Inc.; he signed the instrument in the name of
ORBIMAGE SI Opco Inc.; and he had the authority to sign the instrument on behalf of
ORBIMAGE SI Opco Inc.

Jennifer Luthridge
Notary Public

My Comm. Exps. 12/31/2009

SCHEDULE I

U.S. Patents

<u>Title</u>	<u>Patent #</u>	<u>Date Filed</u>	<u>Date Granted</u>
"Enhancing the Resolution of Multi-Spectral Image Data with Panchromatic Image Data Using Super Resolution Pan-Sharpener"	5,949,914	03/18/97	09/07/99
"Apparatuses and Methods for Mapping Image Coordinates to Ground Coordinates"	6,735,348	05/01/01	05/11/04
"System for Matching Nodes of Spatial Data Sources"	6,408,085	07/22/98	06/18/02
"Analysis of Multi-Spectral Data for Extraction of Chlorophyll Content"	6,366,681	04/07/99	04/02/02

U.S. Patent Applications

<u>Title</u>	<u>Application #</u>	<u>Date Filed</u>
"Total Balancing of Multiple Images"	10/423720	04/25/03
"Image Warp"	10/684295	10/10/03
"Estimation of Coefficients for a Rational Polynomial Camera Model"	10/849276	05/18/04

International Patents

NONE

International Patent Applications

NONE