

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ambercore Software Inc.	10/15/2009
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
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	61139015
Application Number:	61120873
Application Number:	12031137
Application Number:	11680069
Application Number:	61118707
CORRESPONDENCE DATA	
Fax Number:	(617)502-5162
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

OP \$200.00 61139015

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PATENT
REEL: 023816 FRAME: 0358

NAME OF SUBMITTER:

Kell L. Schoff

Total Attachments: 7

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EXHIBIT B

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this 15th day of October, 2009, between AMBERCORE SOFTWARE INC., an Alberta company ("Debtor") and 1482747 ALBERTA LTD., an Alberta company ("Secured Party").

WITNESSETH:

WHEREAS, the Debtor has executed and delivered to the Secured Party, that certain 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 Patent 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 Patent Collateral.** The Debtor hereby grants to the Secured Party, a continuing security interest in all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - (a) all of its Patents and Patent 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 reissues, continuations or extensions of the foregoing; and
 - (d) all products and proceeds of the foregoing, including, any claim by the Debtor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.
3. **Security for Obligations.** This Patent 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 Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and 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 Patent 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 Patent 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 patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new patent rights as provided in the Security Agreement. Without limiting the Debtor's obligations under this Section 5, Debtor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent 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 Patent 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 Patent 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 Patent 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 Patent 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 Patent 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 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]

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

DEBTOR:

AMBERCORE SOFTWARE INC.

By: 

Name:

MARTIN SENASAKER

Title:

PRESIDENT

SECURED PARTY:

1482747 ALBERTA LTD.

By: 

Name:

Mickey Abongomih

Title:

CEO

1413590.1

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Grantor	Country	Patent	Application/ Registration No.	App/Reg Date
USPTO	US	A METHOD FOR ALIGNING A LINE SCAN CAMERA WITH A LIDAR SCANNER FOR DATA FUSION IN THREE DIMENSIONS	61139015	December 19, 2008
USPTO	US	A SYSTEM AND METHOD FOR MOUNTING AND ROTATING REMOTE SENSING DEVICES WITH EQUAL AND CONSTANT ABSOLUTE OFFSETS FROM AN COORDINATE REFERENCE POINT IN A RIGID FRAME	61120873	December 9, 2008
USPTO	US	SYSTEM AND METHOD FOR EFFICIENT MANAGEMENT OF DISTRIBUTED SPATIAL DATA	12031137	March 18, 2008
USPTO	US	FAST GRIDDING OF IRREGULAR DATA	11680069	February 28, 2007
		A SYSTEM AND METHOD FOR SYNCHRONIZED	61118707	December 1, 2008

		DATA TRANSFER AND TIME TAGGING FOR REMOTE SENSING DEVICES IN A GEOSPATIAL DATA ACQUISITION SYSTEM		
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Patent Licenses

N/A