

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
Orbimage Inc.		10/09/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	101 Barclay Street
City:	New York,
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	banking corporation: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	74191077	TRIFID
Serial Number:	78788537	GEOEYE
Serial Number:	77635400	GEOESP
Serial Number:	77293610	GEOEYE
Serial Number:	77412870	IMAGE THE WORLD, IMAGINE THE POSSIBILITIES
Serial Number:	74657171	ORBIMAGE
Serial Number:	75150418	ORBVIEW
Serial Number:	75632471	SEE THE POSSIBILITIES
Serial Number:	77302207	SEE THE WORLD
Serial Number:	74190462	TRIFID

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com

OP \$265.00 74191077

Correspondent Name: Latham & Watkins, c/o Julie Dalke
Address Line 1: 650 Town Center Dr, 20th floor
Address Line 2: 029043-0052
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	029043-0052
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	10/12/2009

Total Attachments: 7

source=IP - Orbimage Inc TM#page1.tif
source=IP - Orbimage Inc TM#page2.tif
source=IP - Orbimage Inc TM#page3.tif
source=IP - Orbimage Inc TM#page4.tif
source=IP - Orbimage Inc TM#page5.tif
source=IP - Orbimage Inc TM#page6.tif
source=IP - Orbimage Inc TM#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 9, 2009 is made by Orbimage Inc., a Delaware corporation, located at 2711 Centerville Road, Suite 400, New Castle County, Wilmington, Delaware 19808 (the “Grantor”), in favor of The Bank of New York Mellon, a New York banking corporation, located at 101 Barclay Street, New York, NY 10286, as Collateral Agent (the “Collateral Agent”) for the Secured Parties under the Indenture, dated as of October 9, 2009 (the “Indenture”), among GeoEye, Inc. (“Issuer”), the other Grantors named therein and The Bank of New York Mellon as Trustee, pursuant to which the Company has issued \$400,000,000 in aggregate principal amount of its 9.625% Senior Secured Notes due 2015 (the “Notes”).

W I T N E S S E T H:

WHEREAS, the terms of the Indenture require that the Grantors shall have entered into agreements in order to grant to the Collateral Agent for the benefit of the holders of the outstanding Notes a security interest in the Collateral;

WHEREAS, in connection with the Indenture, the Issuer and certain Subsidiaries have executed and delivered a Security Agreement, dated as of October 9, 2009, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties described therein a continuing security interest in all Intellectual Property Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Intellectual Property”

Collateral”), to the Collateral Agent for its benefit and the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.


Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORBIMAGE Inc.

By: 
Name: William L. Warren
Title: Senior Vice President,
General Counsel and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004076 FRAME: 0682

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

The Bank of New York Mellon,
as Collateral Agent

By: 
Name: **CHRISTOPHER GREENE**
Title: **VICE PRESIDENT**

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004076 FRAME: 0683

SCHEDULE A

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Title	App./Reg. No.
GEOEYE AND DESIGN	3,370,534
ORBVIEW	2,091,116
TRIFID	1,700,341
TRIFID AND DESIGN	1,698,907
ORBIMAGE	2,039,409
SEE THE POSSIBILITIES	2,727,428
*GEOEYE	3,529,980
*GEOESP	77/635,400
*SEE THE WORLD	3,470,977
*IMAGE THE WORLD, IMAGINE THE POSSIBILITIES	77/412,870

*USPTO records indicate that the trademark registration/application is owned by
ORBIMAGE Inc. DBA GeoEye.