

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 SI Opco 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: 5			
Property Type	Number	Word Mark	
Serial Number:	75069343	CARTERRA	
Serial Number:	75069289	CARTERRA	
Serial Number:	76007511	IKONOS	
Serial Number:	77288554	MJ HARDEN	
Serial Number:	78441732	ROADTRACKER	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
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		

OP \$140.00 75069343

900145083

**TRADEMARK
 REEL: 004076 FRAME: 0717**

NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	10/12/2009
Total Attachments: 7 source=IP - Orbimage SI Opco TM#page1.tif source=IP - Orbimage SI Opco TM#page2.tif source=IP - Orbimage SI Opco TM#page3.tif source=IP - Orbimage SI Opco TM#page4.tif source=IP - Orbimage SI Opco TM#page5.tif source=IP - Orbimage SI Opco TM#page6.tif source=IP - Orbimage SI Opco 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 SI Opco 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.

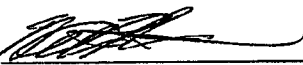
Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the 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 SI Opco Inc.

By:  _____

Name: William L. Warren

Title: Vice President and Secretary

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

TRADEMARK
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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**

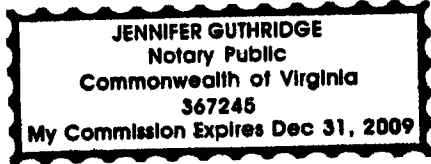
[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
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ACKNOWLEDGMENT OF ORBIMAGE SI OPCO INC.

STATE OF Virginia)
) ss
COUNTY OF Loudoun)

On the 9th day of October, 2009, before me personally came William L. Warren, who is personally known to me to be the VP & Secretary of Orbimage SI Opco Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP & Secretary of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Jennifer Guthridge
Notary Public

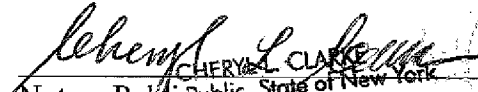
(PLACE STAMP AND SEAL ABOVE)

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

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 9th day of October, 2009, before me personally came Christopher Greene, who is personally known to me to be the Vice President of The Bank of New York Mellon, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public, State of New York
No. 01CL5057121
Qualified in New York County
Certificate Filed in New York County
Commission Expires May 11, 2010

(PLACE STAMP AND SEAL ABOVE)

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

TRADEMARK
REEL: 004076 FRAME: 0724

SCHEDULE A

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Title	App./Reg. No.
IKONOS	2,650,079
CARTERRA	2,105,901
CARTERRA	2,047,487
ROADTRACKER	3,482,049
*MJ HARDEN	3,519,225

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