

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DigitalGlobe, Inc.		10/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue, 3rd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201-2787		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85301963	ASSUREDLOOK	
Serial Number:	85120281	EARTHSERVICE	
Serial Number:	85301973	FIRSTLOOK	
Serial Number:	85301985	FIRSTWATCH	
Serial Number:	85004698	WORLDVIEW GLOBAL ALLIANCE	
Serial Number:	85150147	GEOSPATIAL INGENUITY	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$165.00 85301963

ATTORNEY DOCKET NUMBER:	F136141
NAME OF SUBMITTER:	Joshua D. Hendricks
Signature:	/Joshua D. Hendricks/
Date:	10/13/2011
Total Attachments: 5 source=Trademark Security Agmt Supplement 10 12 2011#page2.tif source=Trademark Security Agmt Supplement 10 12 2011#page3.tif source=Trademark Security Agmt Supplement 10 12 2011#page4.tif source=Trademark Security Agmt Supplement 10 12 2011#page5.tif source=Trademark Security Agmt Supplement 10 12 2011#page6.tif	

**Schedule I
to Trademark Security Agreement Supplement**

U.S. TRADEMARK APPLICATIONS

	<u>Owner</u>	<u>Title</u>	<u>Application Number</u>
1.	DigitalGlobe, Inc.	ASSUREDLOOK	85/301963
2.	DigitalGlobe, Inc.	EARTHSERVICE	85/120281
3.	DigitalGlobe, Inc.	FIRSTLOOK	85/301973
4.	DigitalGlobe, Inc.	FIRSTWATCH	85/301985
5.	DigitalGlobe, Inc.	WORLDVIEW GLOBAL ALLIANCE	85/004698
6.	DigitalGlobe, Inc.	GEOSPATIAL INGENUITY	85/150147

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Licenses)

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of October 12, 2011 (this "**Supplement**"), is made by DigitalGlobe, Inc., a Delaware corporation located at 601 Dry Creek Drive, Suite 260, Longmont, CO 80503 (the "**Grantor**") for the benefit of JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United States located at 2200 Ross Avenue, 3rd Floor, TX1-2903, Dallas, Texas 75201, as Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "**Grantee**").

WHEREAS, the Grantor owns, or in the case of Licenses is a party to, the Trademark Collateral (as defined below); and

WHEREAS, pursuant to (i) a Security Agreement dated as of April 28, 2009 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Grantor and the Grantee (as successor to U.S. Bank National Association), and (ii) certain other Collateral Documents (including this Supplement), the Grantor has secured certain of its obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in certain property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants to the Grantee for itself and for the benefit of the Secured Parties, to secure the due and prompt payment and performance by the Grantor of the Secured Obligations, a continuing security interest in and Lien on the Grantors' right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or hereafter acquired by the Grantor, wherever located and whether now or hereafter existing or arising:

(i) all of the Grantor's trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifies, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and application for registration thereof, including, without limitation, the trademark registrations and trademark applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time), and all other marks registered in the United States Patent and Trademark Office (the "**PTO**") or in any office or agency of any state or territory of the United States or any foreign country (but excluding any applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 or Section 1(c) or Section 1(d) of the Security Agreement), and all rights therein provided by

international treaties or conventions, all renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(ii) each License to which the Grantor is a party; *provided* that to the extent that the consent of any other party to any of the Licenses is required, under the terms thereof, for the collateral assignment thereof, or to the extent that any of the Licenses otherwise prohibit the creation of a security interest therein, then this Supplement shall not affect any collateral assignment of (or otherwise be applied so as to cause a default under) such Licenses; and

(iii) all Proceeds, products, offspring, rents, profits, royalties, revenues, issues, income, benefits, accessions, additions, substitutions and replacements of and to any of the foregoing property of the Grantor (including, without limitation, all causes of action, claims, warranties and guaranties now or hereafter held by the Grantor in respect of any of the items listed above).

The Grantor hereby irrevocably appoints the Grantee as the Grantor's attorney-in-fact, effective at all times subsequent to the occurrence of an Event of Default, and during the continuance thereof, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, to take any action and to execute any instrument which the Grantee may deem necessary or advisable to accomplish the purpose of this Supplement, in accordance with the Security Agreement. The Grantor ratifies and approves all acts of such attorney-in-fact. The power conferred on the Grantee hereunder is solely to protect the Grantee's and the other Secured Parties' interests in the Trademark Collateral and shall not impose any duty upon the Grantee to exercise such power. This power of attorney is coupled with an interest and may not be revoked by the Grantor while any Secured Obligations are owing to the Grantee or the other Secured Parties.

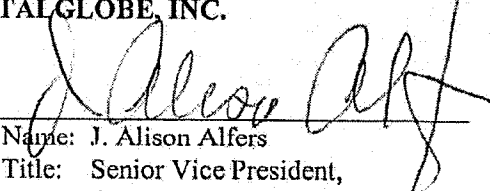
The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. Capitalized terms used but not defined herein have the meanings ascribed to them in the Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Supplement to be executed on the date first set forth above.

DIGITALGLOBE, INC.

By:


Name: J. Alison Alfors
Title: Senior Vice President,
Secretary and General Counsel

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 004640 FRAME: 0949

Acknowledged:

JPMORGAN CHASE BANK, N.A.

as Collateral Agent

By: _____


Name: Gregory J. Martin
Title: Vice President

[Signature Page to Trademark Security Agreement Supplement]