

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB)		01/31/2013	Federal Savings Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	GeoEye Imagery Collection Systems Inc. (f/k/a Orbimage Inc.)
Street Address:	2711 Centerville Road
Internal Address:	Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3370534	GEOEYE
Registration Number:	2091116	ORBVIEW
Registration Number:	1700341	TRIFID
Registration Number:	1698907	TRIFID
Registration Number:	2039409	ORBIMAGE
Registration Number:	3529980	GEOEYE
Registration Number:	3470977	SEE THE WORLD
Registration Number:	3845085	GEOEYE
Serial Number:	77870723	EYEQ
Serial Number:	77870725	EYEON
Serial Number:	85069106	EYEQ

CORRESPONDENCE DATA

900245794

**TRADEMARK
 REEL: 004953 FRAME: 0880**

CH \$290.00 3370534

Fax Number: 9177777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Rebecca Rodal, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	107520/7
NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/Rebecca Rodal/
Date:	01/31/2013

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 31, 2013 (this "Release"), is made by **WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor by merger to WILMINGTON TRUST FSB)**, a federal savings bank, located at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, in its capacity as Collateral Trustee for the Secured Parties (the "Assignor"), in favor of **GEOEYE IMAGERY COLLECTION SYSTEMS INC. (f/k/a ORBIMAGE INC.)**, a Delaware corporation, located at 2711 Centerville Road, Suite 400, New Castle County, Wilmington, Delaware 19808 (the "Assignee").

WITNESSETH:

WHEREAS, Assignee and the Assignor are parties to (i) that certain Security Agreement, dated as of October 8, 2010 (the "Security Agreement") and (ii) that certain Grant of Security Interest in Trademark Rights, dated as of October 8, 2010 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee pledged and granted a continuing security interest in, and a right of setoff against, and agreed 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 Assignee's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule I hereto) (collectively, the "Trademark Collateral"), to the Assignor for its benefit and the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 21, 2010 at Reel/Frame No. 4443/0267; and

WHEREAS, the Assignee desires that the Assignor terminate and release its security interest in, and right of setoff against, all of the Assignee's Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

SECTION 2. Termination and Release. The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing security interest in, and right of setoff against, all of the Assignee's Trademark Collateral, including the Trademarks listed on Schedule I attached hereto, and reassigns and

transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

[Signature Page Follows]


IN WITNESS WHEREOF, this Release of Security Interest in Trademarks has been duly executed as of the date first written above.

WILMINGTON TRUST, NATIONAL
ASSOCIATION (as successor by merger
to WILMINGTON TRUST FSB), as
Assignor

By: _____

Name:

Title:


Jane Schweiger
Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status
GEOEYE and Design	United States	3,370,534	1/15/2008	GeoEye Imagery Collection Systems Inc.	Registered
ORBVIEW	United States	2,091,116	8/26/1997	GeoEye Imagery Collection Systems Inc.	Registered
TRIFID	United States	1,700,341	7/14/1992	GeoEye Imagery Collection Systems Inc.	Registered
TRIFID and Design	United States	1,698,907	7/7/1992	GeoEye Imagery Collection Systems Inc.	Registered
ORBIMAGE	United States	2,039,409	2/18/1997	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	United States	3,529,980	11/11/2008	GeoEye Imagery Collection Systems Inc.	Registered
SEE THE WORLD	United States	3,470,977	7/22/2008	GeoEye Imagery Collection Systems Inc.	Registered
EYEQ	United States	(77/870,723)	(11/11/2009)	GeoEye Imagery Collection Systems Inc.	Pending
EYEON	United States	(77/870,725)	(11/11/2009)	GeoEye Imagery Collection Systems Inc.	Abandoned
EYEQ and Design	United States	(85/069,106)	(6/22/2010)	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE and Design	United States	3,845,085	9/7/2010	GeoEye Imagery Collection Systems Inc.	Registered