

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
The Bank of New York Mellon		01/31/2013	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	GeoEye Solutions Inc. (f/k/a Orbimage Si Opco 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: 4			
Property Type	Number	Word Mark	
Registration Number:	2650079	IKONOS	
Registration Number:	2105901	CARTERRA	
Registration Number:	2047487	CARTERRA	
Registration Number:	3482049	ROADTRACKER	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

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ATTORNEY DOCKET NUMBER:	107520/7
NAME OF SUBMITTER:	Rebecca Rodal
Signature:	/Rebecca Rodal/
Date:	01/31/2013
Total Attachments: 4 source=Bank of New York Trademark Release (2) - Executed#page1.tif source=Bank of New York Trademark Release (2) - Executed#page2.tif source=Bank of New York Trademark Release (2) - Executed#page3.tif source=Bank of New York Trademark Release (2) - Executed#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 31, 2013 (this "Release"), is made by **THE BANK OF NEW YORK MELLON**, a New York banking corporation, located at 101 Barclay Street, New York NY 10286, in its capacity as Collateral Agent for the Secured Parties (the "Assignor"), in favor of **GEOEYE SOLUTIONS INC. (f/k/a ORBIMAGE SI OPCO INC.)**, a Delaware corporation, located at 2711 Centerville Road, Suite 400, New Castle County, Wilmington, Delaware 19808 (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignee and the Assignor are parties to (i) that certain Security Agreement, dated as of October 9, 2009 (the "Security Agreement") and (ii) that certain Grant of Security Interest in Trademark Rights, dated as of October 9, 2009 (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 October 12, 2009 at Reel/Frame No. 4076/0717; 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, without representation, warranty or recourse of any kind, 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]

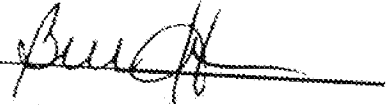
IN WITNESS WHEREOF, this Release of Security Interest in Trademarks has been
duly executed as of the date first written above.

THE BANK OF NEW YORK MELLON,
as Assignor

By: _____

Name: _____

Title: _____



Beata Harvin
Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK

REEL: 004953 FRAME: 0890

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
IKONOS	United States	2,650,079	11/12/2002	GeoEye Solutions Inc.	Registered
CARTERRA	United States	2,105,901	10/14/1997	GeoEye Solutions Inc.	Registered
CARTERRA	United States	2,047,487	3/25/1997	GeoEye Solutions Inc.	Registered
ROADTRACKER	United States	3,482,049	8/5/2008	GeoEye Solutions Inc.	Registered