

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409952

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (4953/0174)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		12/22/2016	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	DigitalGlobe Inc.
Street Address:	1300 W. 120th Ave.
City:	WESTMINSTER
State/Country:	CALIFORNIA
Postal Code:	80234
Entity Type:	Corporation: DELAWARE
Name:	GeoEye Analytics Inc.
Street Address:	1300 W. 120th Ave.
City:	Westminster
State/Country:	CALIFORNIA
Postal Code:	80234
Entity Type:	Corporation: DELAWARE
Name:	GeoEye Imagery Collection Systems Inc.
Street Address:	1300 W. 120th Ave.
City:	Westminster
State/Country:	CALIFORNIA
Postal Code:	80234
Entity Type:	Corporation: DELAWARE
Name:	GeoEye Solutions Inc.
Street Address:	1300 W. 120th Ave.
City:	Westminster
State/Country:	CALIFORNIA
Postal Code:	80234
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3269424	CITYSPHERE
Registration Number:	2484701	DIGITALGLOBE
Registration Number:	2264047	DIGITALGLOBE
Registration Number:	2136168	DIGITALGLOBE
Registration Number:	2653714	DIGITALGLOBE
Registration Number:	2487069	DIGITALGLOBE.COM
Registration Number:	4158423	EARTHSERVICE
Registration Number:	4180489	FIRSTLOOK
Registration Number:	2641758	GLOBEXPLORER
Registration Number:	2622870	GLOBEXPLORER
Registration Number:	3633829	IMAGEBUILDER
Registration Number:	3614695	IMAGECONNECT
Registration Number:	2693439	IMAGECONNECT
Registration Number:	2593257	PHOTOMAPPER
Registration Number:	3045063	PHOTOMAPPER
Registration Number:	2470721	SECONDS ON ORBIT
Registration Number:	2385734	SOO
Registration Number:	3624575	EARTHWEAVER
Registration Number:	3316066	EARTHWHERE
Registration Number:	3425414	FIRESHED
Registration Number:	3162415	LIFE IS SPATIAL
Registration Number:	3903555	PREDICT. PREPARE. PROTECT.
Registration Number:	3165115	REINVENTING GEOMATICS
Registration Number:	3304886	S
Registration Number:	3469534	S
Registration Number:	3386646	S SPADAC
Registration Number:	3412596	SIGNATURE ANALYST
Registration Number:	2910212	SPADAC
Registration Number:	3764079	THE DECIDING FACTOR.
Registration Number:	3162479	THE FUSION OF GEOSPATIAL AND INTELLIGENC
Registration Number:	3198414	THE LEADER IN LOCATION INTELLIGENCE
Registration Number:	3190095	THE POWER TO KNOW WHERE
Registration Number:	3162478	WHERE GEOSPATIAL MEETS INTELLIGENCE
Registration Number:	4155051	ELEVATING INSIGHT
Registration Number:	4143830	ELEVATING INSIGHT
Registration Number:	4155050	ELEVATING INSIGHT
Registration Number:	4155049	ELEVATING INSIGHT
Registration Number:	4155048	ELEVATING INSIGHT

Property Type	Number	Word Mark
Registration Number:	3529980	GEOEYE
Registration Number:	3845085	GEOEYE
Registration Number:	3370534	GEOEYE
Registration Number:	2650079	IKONOS
Registration Number:	2039409	ORBIMAGE
Registration Number:	2091116	ORBVIEW
Registration Number:	3470977	SEE THE WORLD
Registration Number:	3482049	ROADTRACKER
Registration Number:	2105901	CARTERRA
Registration Number:	2047487	CARTERRA
Serial Number:	85301963	ASSUREDLOOK
Serial Number:	85459514	CREATING A BETTER WORLDVIEW
Serial Number:	77870723	EYEQ
Serial Number:	85069106	EYEQ
Serial Number:	85408512	GEOEYE 3D AIRPORTS
Serial Number:	85408517	GEOEYE 3D HARBOR
Serial Number:	77659856	GEOINT ANALYST
Serial Number:	85174667	GEOTRACKER
Serial Number:	85174651	GOWARP
Serial Number:	77783348	MRGEO
Serial Number:	85038107	PLANETRISK
Serial Number:	85040080	SAR ANALYST
Serial Number:	85463876	SOCIAL MEDIA ANALYST
Serial Number:	85553688	THREAT ANALYST
Serial Number:	85004698	WORLDVIEW GLOBAL ALLIANCE

CORRESPONDENCE DATA

Fax Number: 6502515002

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

Phone: (650) 251-5027

Email: jnull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 509265/1835

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 12/22/2016

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE, dated as of December 22, 2016 (this "Release"), is made by JPMorgan Chase Bank, N.A. in its capacity as Collateral Agent for the Secured Parties (the "Collateral Agent") under the Credit and Guaranty Agreement dated as of January 31, 2013 (as amended and/or supplemented from time to time, the "Credit Agreement"), to DigitalGlobe Inc., a Delaware corporation, GeoEye Analytics Inc., a Delaware corporation, GeoEye Imagery Collection Systems Inc., a Delaware corporation and GeoEye Solutions Inc., a Delaware corporation (each, a "Grantor", and collectively, the "Grantors"). Capitalized Terms not defined herein shall have the meanings attributed to them in the Security Agreement (as defined below).

WHEREAS, to secure the due and prompt payment and performance by the Grantors of the Secured Obligations, each Grantor entered into that certain Security Agreement dated as of January 31, 2013 (as amended and/or supplemented from time to time, the "Security Agreement") with the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered the Trademark Security Agreement, dated as of January 31, 2013, in favor of the Collateral Agent (the "Trademark Security Agreement").

WHEREAS pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Grantee, for itself and for the benefit of the other Secured Parties, a continuing security interest in and Lien on such Grantor's right, title and interest in and to the following property, whether then owned or thereafter acquired by such Grantor, wherever located and whether then or thereafter existing or arising (collectively, the "Trademark Collateral"): (i) all of such Grantor's trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, domain names, trade names and other similar source identifiers, whether or not registered, including, without limitation, all common law rights and registrations and applications 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, 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 such Grantor accruing thereunder or pertaining thereto; (ii) 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 such Grantor (including, without limitation, all causes of action, claims, warranties and guaranties now or hereafter held by any Grantor in respect of any of the items listed above); and (iii) any and all claims for damages for past, present and future infringement or misappropriation with respect to the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, which security interest in and Lien was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 004953, Frame 0174, on February 1, 2013.

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its Lien on and security interest in the Trademark Collateral have been met, and accordingly, the Collateral Agent has agreed to: (i) release all of its security interest covering the Trademark

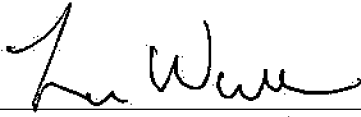
Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the Grantors; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement or otherwise.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its Lien on and continuing security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns to each Grantor, as applicable, any and all right, title and interest it has in and to, the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Laura Woodward
Title: Vice President

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Owner	Status
CITYSPHERE	3269424	7/24/2007	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	2484701	9/4/2001	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	2264047	7/27/1999	DigitalGlobe, Inc.	Registered
DIGITALGLOBE	2136168	2/10/1998	DigitalGlobe, Inc.	Registered
DIGITALGLOBE AND DESIGN	2653714	11/26/2002	DigitalGlobe, Inc.	Registered
DIGITALGLOBE.COM	2487069	9/11/2001	DigitalGlobe, Inc.	Registered
EARTHSERVICE	4158423	6/12/2012	DigitalGlobe, Inc.	Registered
FIRSTLOOK	4180489	7/24/2012	DigitalGlobe, Inc.	Registered
GLOBEXPLORER	2641758	10/29/2002	DigitalGlobe, Inc.	Registered
GLOBEXPLORER AND DESIGN	2622870	9/24/2002	DigitalGlobe, Inc.	Registered
IMAGE BUILDER	3633829	6/9/2009	DigitalGlobe, Inc.	Registered
IMAGECONNECT	3614695	5/5/2009	DigitalGlobe, Inc.	Registered
IMAGECONNECT AND DESIGN	2693439	3/4/2003	DigitalGlobe, Inc.	Registered
PHOTOMAPPER	2593257	7/9/2002	DigitalGlobe, Inc.	Registered
PHOTOMAPPER	3045063	1/17/2006	DigitalGlobe, Inc.	Registered
SECONDS ON ORBIT	2470721	7/17/2001	DigitalGlobe, Inc.	Registered
SOO	2385734	9/12/2000	DigitalGlobe, Inc.	Registered
EARTHWEAVER	3624575	5/19/2009	GeoEye Analytics Inc.	Registered
EARTHWHERE	3316066	10/23/2007	GeoEye Analytics Inc.	Registered
FIRESHED	3425414	5/13/2008	GeoEye Analytics Inc.	Registered

Trademark	Registration Number	Registration Date	Owner	Status
LIFE IS SPATIAL	3162415	10/24/2006	GeoEye Analytics Inc.	Registered
PREDICT. PREPARE. PROTECT	3903555	1/11/2011	GeoEye Analytics Inc.	Registered
REINVENTING GEOMATICS	3165115	10/31/2006	GeoEye Analytics Inc.	Registered
S LOGO & DESIGN	3304886	10/2/2007	GeoEye Analytics Inc.	Registered
S LOGO & DESIGN	3469534	7/15/2008	GeoEye Analytics Inc.	Registered
S SPADAC AND DESIGN	3386646	2/19/2008	GeoEye Analytics Inc.	Registered
SIGNATURE ANALYST	3412596	4/15/2008	GeoEye Analytics Inc.	Registered
SPADAC	2910212	12/14/2004	GeoEye Analytics Inc.	Registered
THE DECIDING FACTOR	3764079	3/23/2010	GeoEye Analytics Inc.	Registered
THE FUSION OF GEOSPATIAL AND INTELLIGENCE	3162479	10/24/2006	GeoEye Analytics Inc.	Registered
THE LEADER IN LOCATION INTELLIGENCE	3198414	1/16/2007	GeoEye Analytics Inc.	Registered
THE POWER TO KNOW WHERE	3190095	12/26/2006	GeoEye Analytics Inc.	Registered
WHERE GEOSPATIAL MEETS INTELLIGENCE	3162478	10/24/2006	GeoEye Analytics Inc.	Registered
ELEVATING INSIGHT	4155051	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
ELEVATING INSIGHT	4143830	5/15/2012	GeoEye Imagery Collection Systems Inc.	Registered

Trademark	Registration Number	Registration Date	Owner	Status
ELEVATING INSIGHT	4155050	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
ELEVATING INSIGHT	4155049	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
ELEVATING INSIGHT	4155048	6/5/2012	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE	3529980	11/11/2008	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE AND DESIGN	3845085	9/7/2010	GeoEye Imagery Collection Systems Inc.	Registered
GEOEYE AND DESIGN	3370534	1/15/2008	GeoEye Imagery Collection Systems Inc.	Registered
IKONOS	2650079	11/12/2002	GeoEye Solutions, Inc.	Registered
ORBIMAGE	2039409	2/18/1997	GeoEye Imagery Collection Systems Inc.	Registered
ORBVIEW	2091116	8/26/1997	GeoEye Imagery Collection Systems Inc.	Registered
SEE THE WORLD	3470977	7/22/2008	GeoEye Imagery Collection Systems Inc.	Registered
ROADTRACKER	3482049	8/5/2008	GeoEye Solutions, Inc.	Registered
CARTERRA	2105901	10/14/1997	GeoEye Solutions, Inc.	Registered
CARTERRA	2047487	3/25/1997	GeoEye Solutions, Inc.	Registered

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Owner	Status
ASSUREDLOOK	85301963	4/22/2011	DigitalGlobe, Inc.	Pending
CREATING A BETTER WORLDVIEW	85459514	10/28/2011	DigitalGlobe, Inc.	Pending
EYEQ	77870723	11/11/2009	GeoEye Imagery Collection Systems Inc.	Pending
EYEQ & DESIGN	85069106	6/22/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE 3D AIRPORT	85408512	8/26/2011	GeoEye Imagery Collection Systems Inc.	Pending
GEOEYE 3D HARBOR	85408517	8/26/2011	GeoEye Imagery Collection Systems Inc.	Pending
GEOINT ANALYST	77659856	1/30/2009	GeoEye Analytics Inc.	Pending
GEOTRACKER	85174667	11/11/2010	GeoEye Imagery Collection Systems Inc.	Pending
GEOWARP	85174651	11/11/2010	GeoEye Imagery Collection Systems Inc.	Pending
MRGEO	77783348	7/17/2009	GeoEye Analytics Inc.	Pending
PLANETRISK	85038107	5/13/2010	GeoEye Analytics Inc.	Pending
SAR ANALYST	85040080	5/17/2010	GeoEye Analytics Inc.	Pending
SOCIAL MEDIA ANALYST	85463876	11/3/2011	GeoEye Analytics Inc.	Pending
THREAT ANALYST	85553688	2/27/2012	GeoEye Analytics Inc.	Pending

WORLDVIEW GLOBAL ALLIANCE	85004698	4/1/2010	DigitalGlobe, Inc.	Pending
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