

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
GeoDigital International Corp.		12/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	200 Bay Street, Suite 2210, South Tower		
Internal Address:	Royal Bank Plaza, P.O. Box 61		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J2J2		
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3543319	GEODIGITAL	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
Phone:	734-761-3780		
Email:	asujek@bodmanlaw.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:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Ste. 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 3543319

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Angela Alvarez Sujek

Signature:

/Angela Alvarez Sujek/

Date:

01/03/2012

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(GEODIGITAL INTERNATIONAL CORP.)**

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of December 30, 2011, between **GEODIGITAL INTERNATIONAL CORP.**, a Delaware corporation ("Grantor"), and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has or will enter into certain financial accommodations with Grantor and **GEODIGITAL INTERNATIONAL INC.**, a company existing under the Business Corporations Act (*Ontario*) ("Geo Inc." and together with Grantor, collectively, the "Borrowers" and each, a "Borrower") pursuant to a Loan Agreement made as of December 30, 2011, among Bank and Borrowers, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Bank has required Grantor to provide (i) a certain Security Agreement dated as of even date herewith between Grantor and Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), and (ii) this Agreement to Bank, in each case, to secure the Secured Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement. All terms used without definition in this Agreement or in the Security Agreement shall have the meaning assigned to them in the California Uniform Commercial Code.

C. Grantor is financially interested in the affairs of Geo Inc., and deems it advisable, desirable, and in the best interests of Grantors to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

GEODIGITAL INTERNATIONAL CORP.
c/o GeoDigital International, Inc.
175 Longwood Road South, Suite 400A
Hamilton, Ontario L8P 0A1
Fax: 905-667-7203

Grantor:

GEODIGITAL INTERNATIONAL CORP.,
a Delaware corporation

By: 

Name: DEREK CARDY

Title: CFO

Address:

Comerica Bank
200 Bay Street
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attn: Rob Rosen
Fax: 416-367-2460

Bank:

COMERICA BANK

By: _____

Name: Rob Rosen

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

GEODIGITAL INTERNATIONAL CORP.
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175 Longwood Road South, Suite 400A
Hamilton, Ontario L8P 0A1
Fax: 905-667-7203

Grantor:

GEODIGITAL INTERNATIONAL CORP.,
a Delaware corporation

By: _____

Name: _____

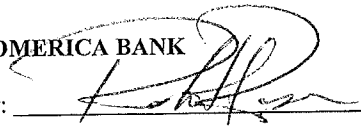
Title: _____

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Comerica Bank
200 Bay Street
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Toronto, Ontario M5J 2J2
Attn: Rob Rosen
Fax: 416-367-2460

Bank:

COMERICA BANK

By:  _____

Name: Rob Rosen

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (GeoDigital International Corp.)]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
GEODIGITAL	77/457362	4/24/08	3,543,319	12/9/08