

TRADEMARK ASSIGNMENT

12/03/2013



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Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MacDonald Dettwiler Information Technology Services Limited Liability Company		01/04/2011	LIMITED LIABILITY COMPANY: HUNGARY

RECEIVING PARTY DATA

Name:	Property Data (Luxembourg) S.a.r.l.
Street Address:	5D, Rue Eugene Ruppert
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-2453
Entity Type:	a societe a responsabilite limitee: LUXEMBOURG

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1430923	ART

CORRESPONDENCE DATA

Fax Number: 6172359493  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 415-315-2335  
 Email: trademarks@ropesgray.com  
 Correspondent Name: Annie Esser, Ropes & Gray LLP  
 Address Line 1: Three Embarcadero Center  
 Address Line 4: San Francisco, CALIFORNIA 94111-4006

ATTORNEY DOCKET NUMBER: 105444-8020-017

DOMESTIC REPRESENTATIVE

Name:

CH \$40.00 1430923



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**PURCHASE AGREEMENT**

**by and among**

**MACDONALD, DETTWILER AND ASSOCIATES LTD.**

**and**

**PROPERTY DATA HOLDINGS, LTD.**

**Dated as of November 5, 2010**

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This PURCHASE AGREEMENT, dated as of November 5, 2010 (this "Agreement"), by and among MACDONALD, DETTWILER AND ASSOCIATES LTD., a public company organized under the Laws of Canada ("Seller") and PROPERTY DATA HOLDINGS, LTD., a Cayman exempted company ("Buyer").

**WITNESSETH:**

WHEREAS, Seller directly or indirectly owns all of the Transferred Interests;

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Seller desires to cause the Transferred Interests to be sold or transferred to the members of the Buyer Group and Buyer desires to cause the members of the Buyer Group specified herein to purchase or acquire the Transferred Interests from Seller or an Affiliate of Seller in accordance with the provisions hereof;

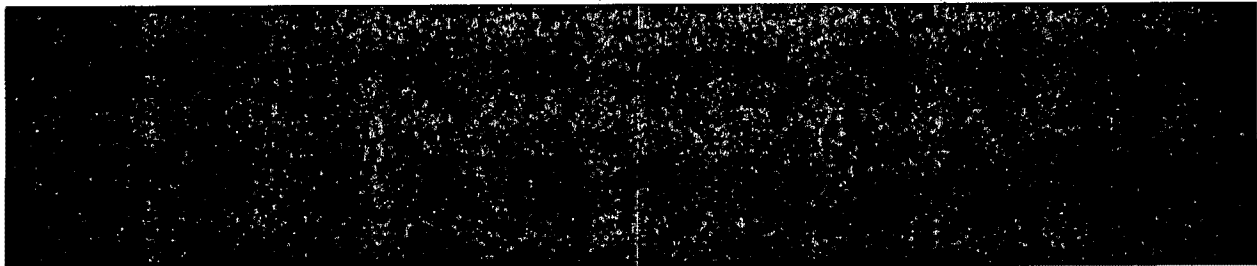
WHEREAS, Seller and Buyer desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

**ARTICLE 1  
DEFINITIONS AND TERMS**

**1.1 Certain Definitions**

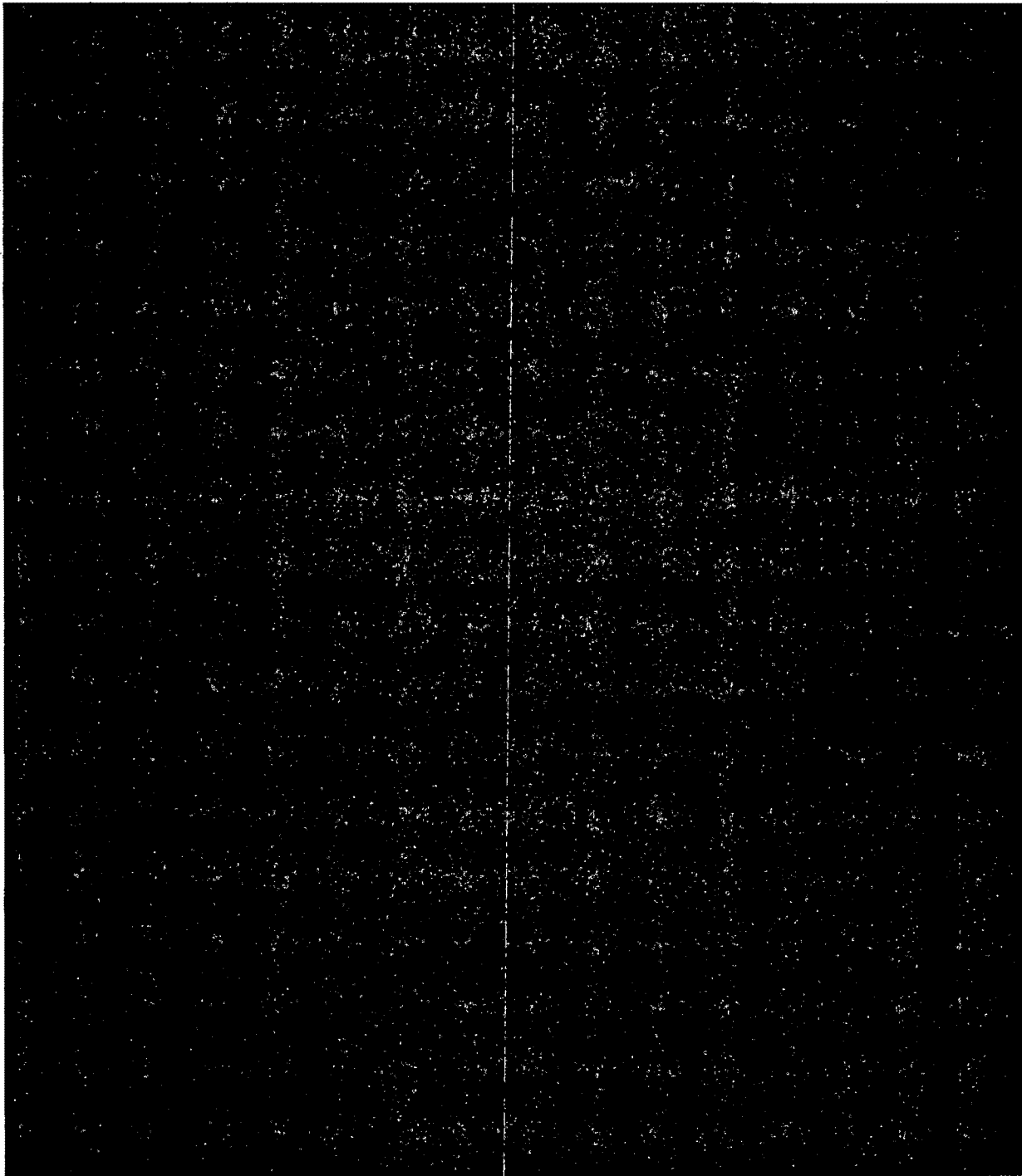
As used in this Agreement, the following terms have the meanings set forth below:

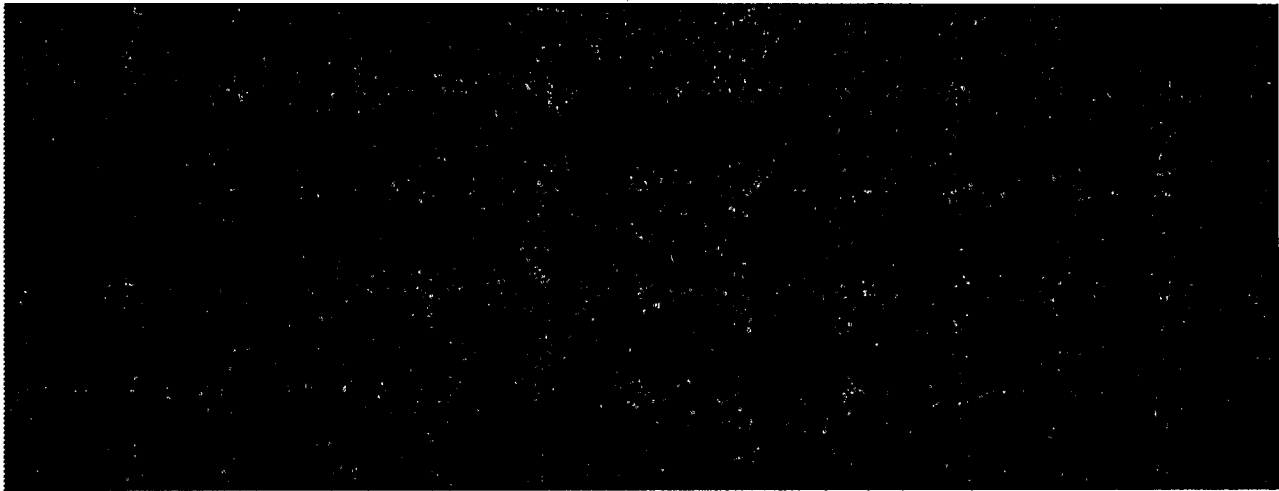


"Affiliate" means, with respect to any Person at any specified time, (a) any other Person directly or indirectly Controlled by, or under direct or indirect common Control with, such Person, (b) each Person who is at such time an officer or a director of, or a direct or indirect beneficial holder of at least 20% of any class of the equity interests of, such specified Person, (c) each Person that is managed by a common group of executive officers and/or directors as such specified Person, (d) the members of the immediate family (i) of each officer, director or holder described in clause (b) and (ii) if such specified Person is an individual, of such specified Person and (e) each Person of which such specified Person or an Affiliate (as defined in clauses (a)

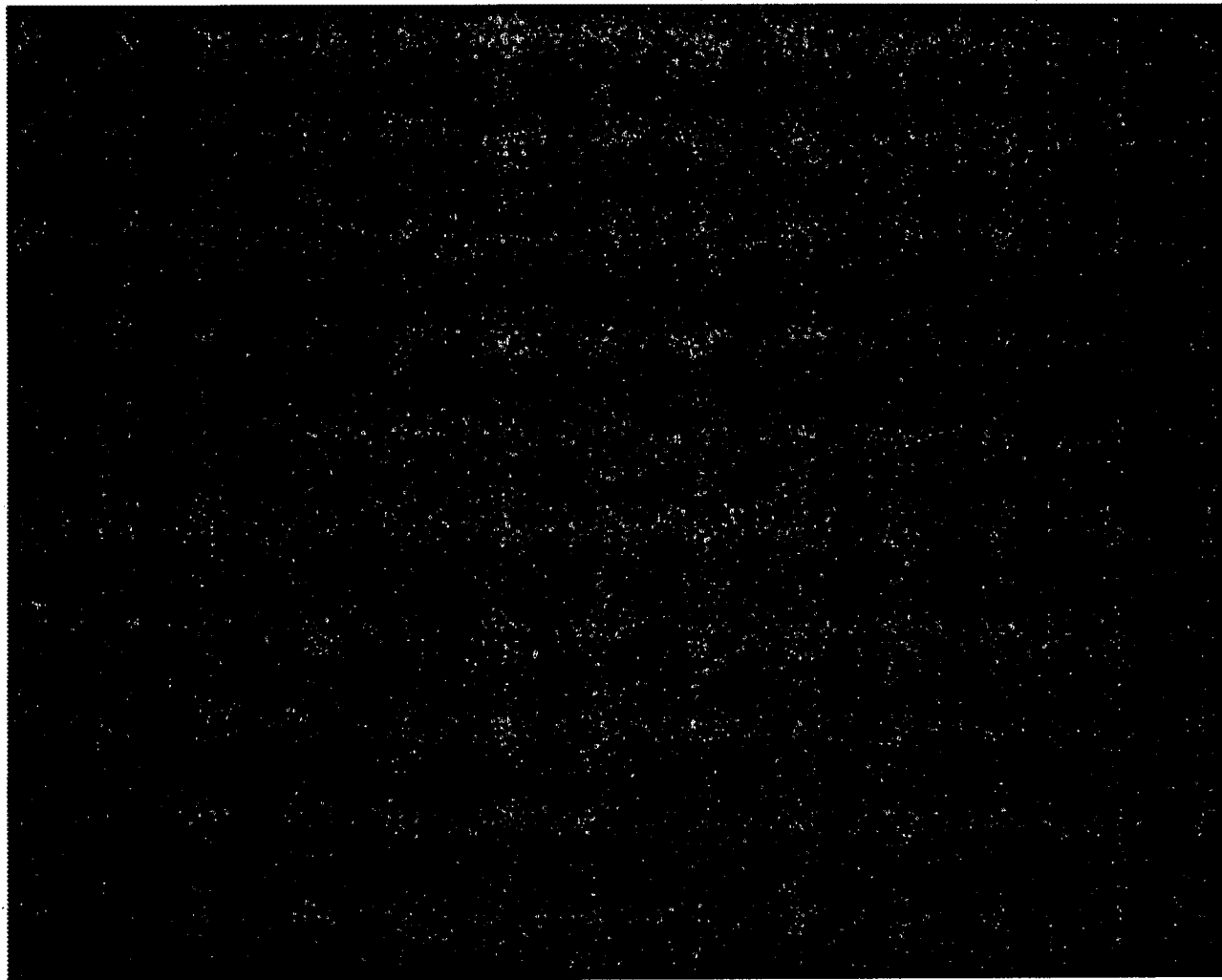
through (d) thereof will, directly or indirectly, beneficially own at least 20% of any class of equity interests at such time.

"Agreement" has the meaning set forth in the Preamble.





"Buyer" has the meaning set forth in the Preamble.



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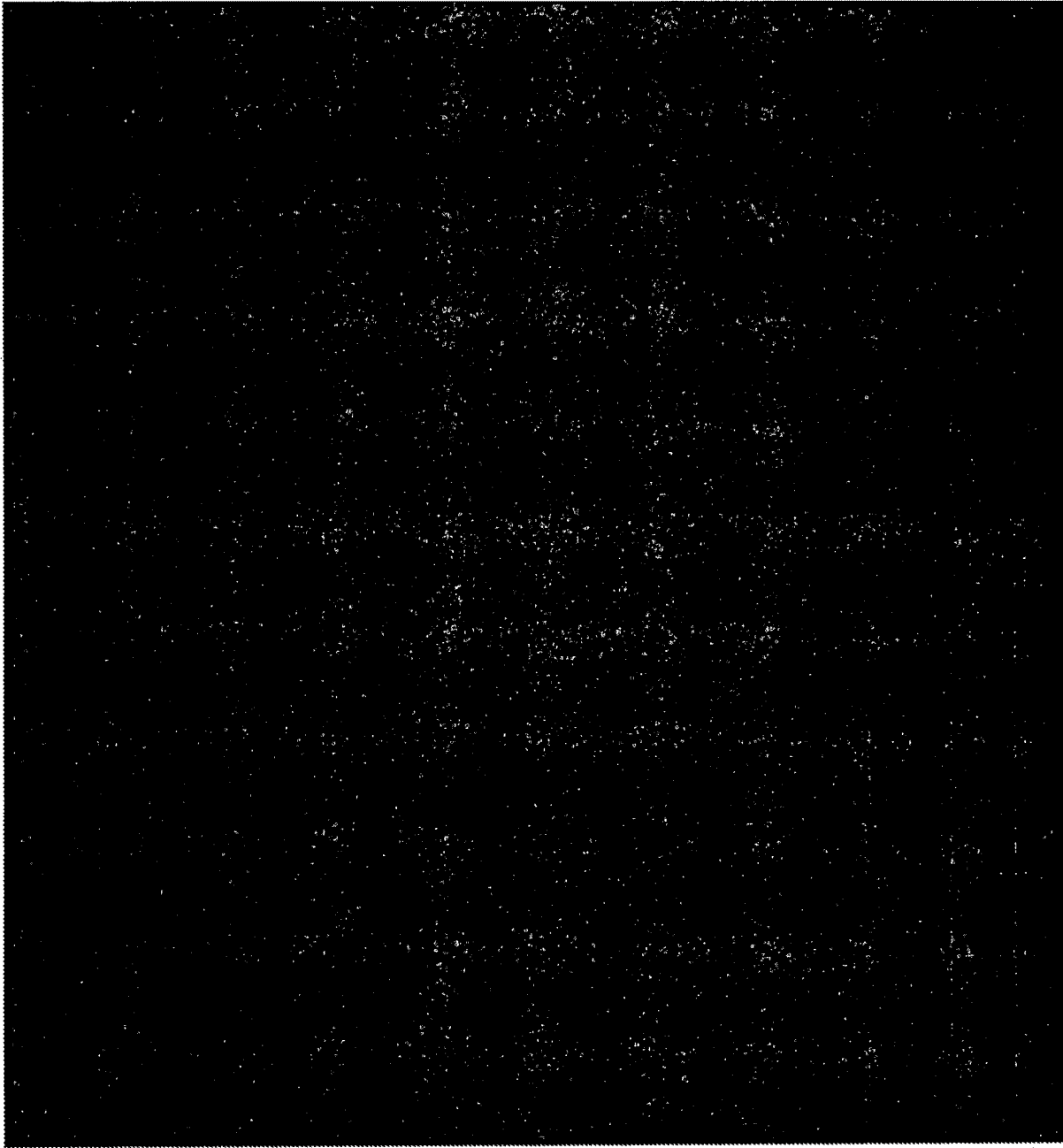
**"Confidentiality Agreement"** means the confidentiality agreement, dated September 1, 2010, between Seller or its Representative and TPG Capital, L.P., as amended and supplemented, together with any agreements to be bound signed by any Representative of Buyer, if applicable.

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise (and **"Controlled"** and **"Controlling"** shall have a correlative meaning). For purposes of this definition, a general partner or managing member of a Person shall always be considered to Control such Person.

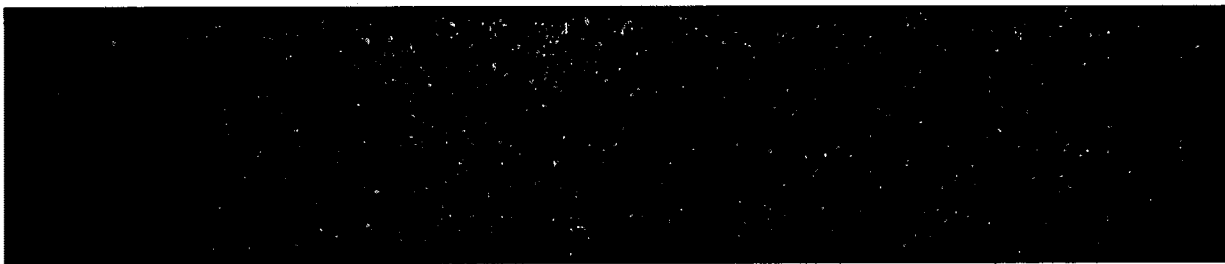
**"Copyrights"** has the meaning set forth in the **"Intellectual Property"** definition.



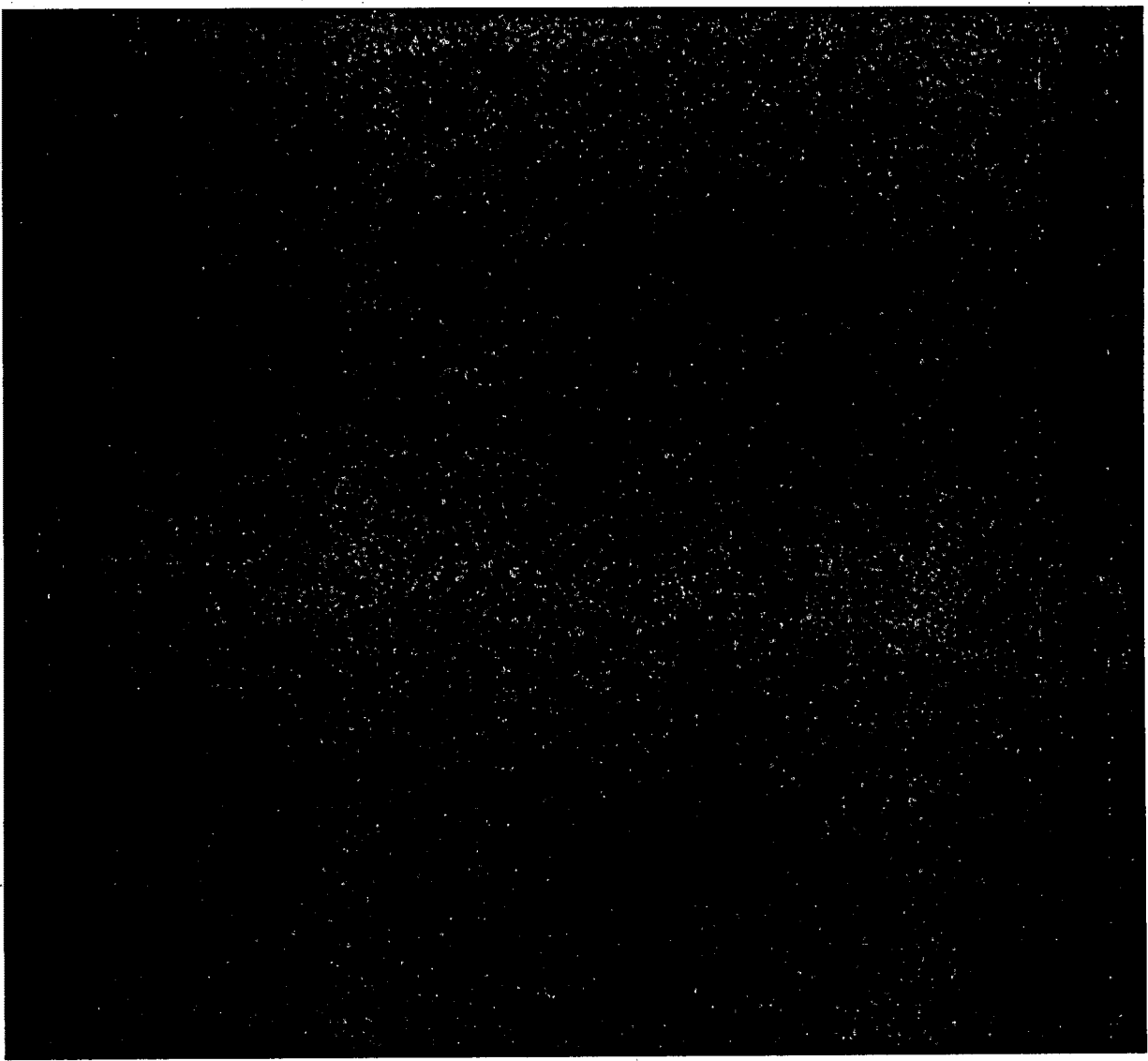
**"Encumbrance"** means any lien, pledge, debt, charge, claim, encumbrance, security interest, equitable interest, license, deed of trust, right of way, encroachment, servitude, right of first offer or refusal, buy/sell agreement, option, mortgage, assessment, easement or any other similar restriction, covenant or limitation of any kind with respect to, or condition governing the use, construction, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

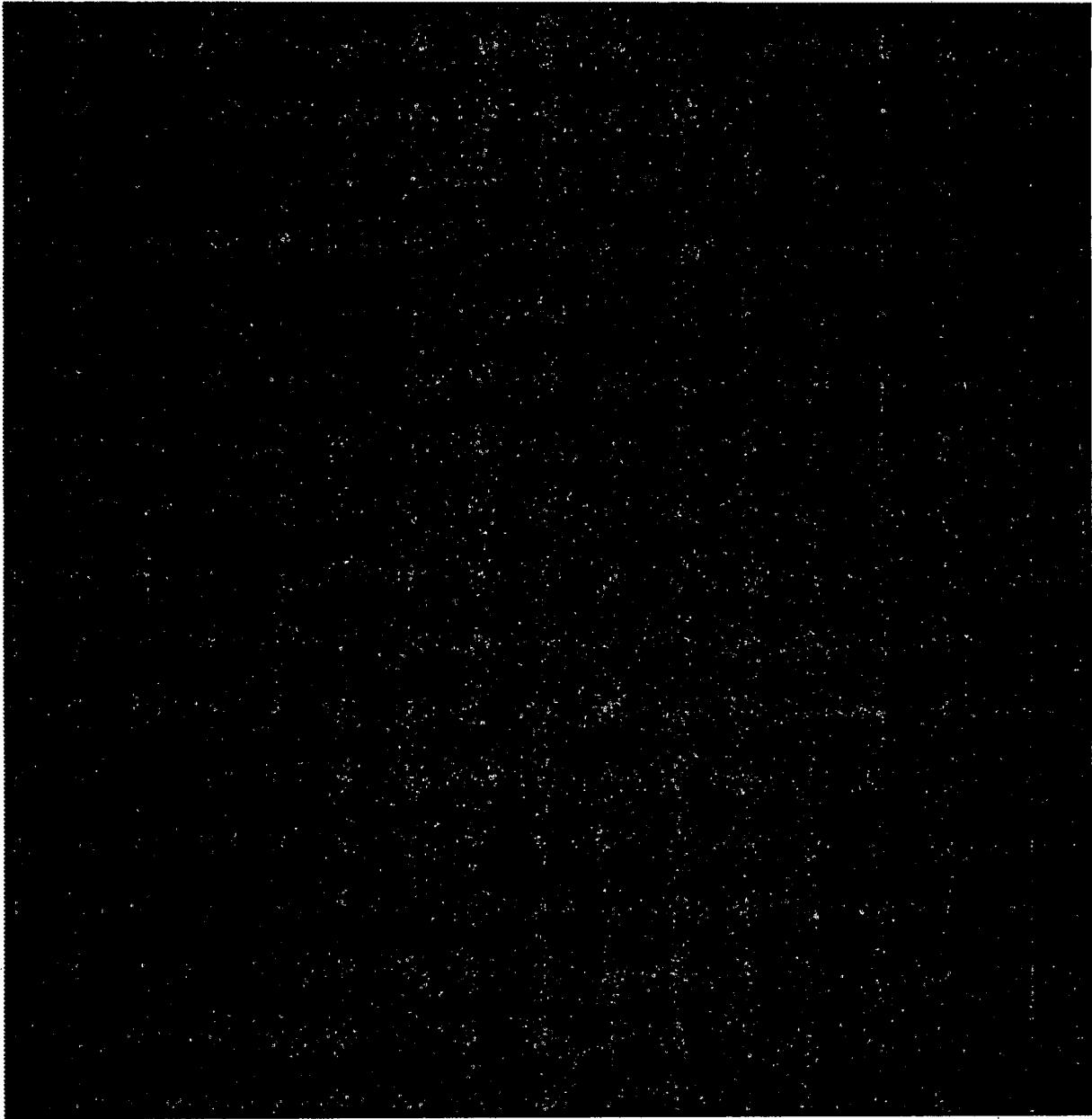


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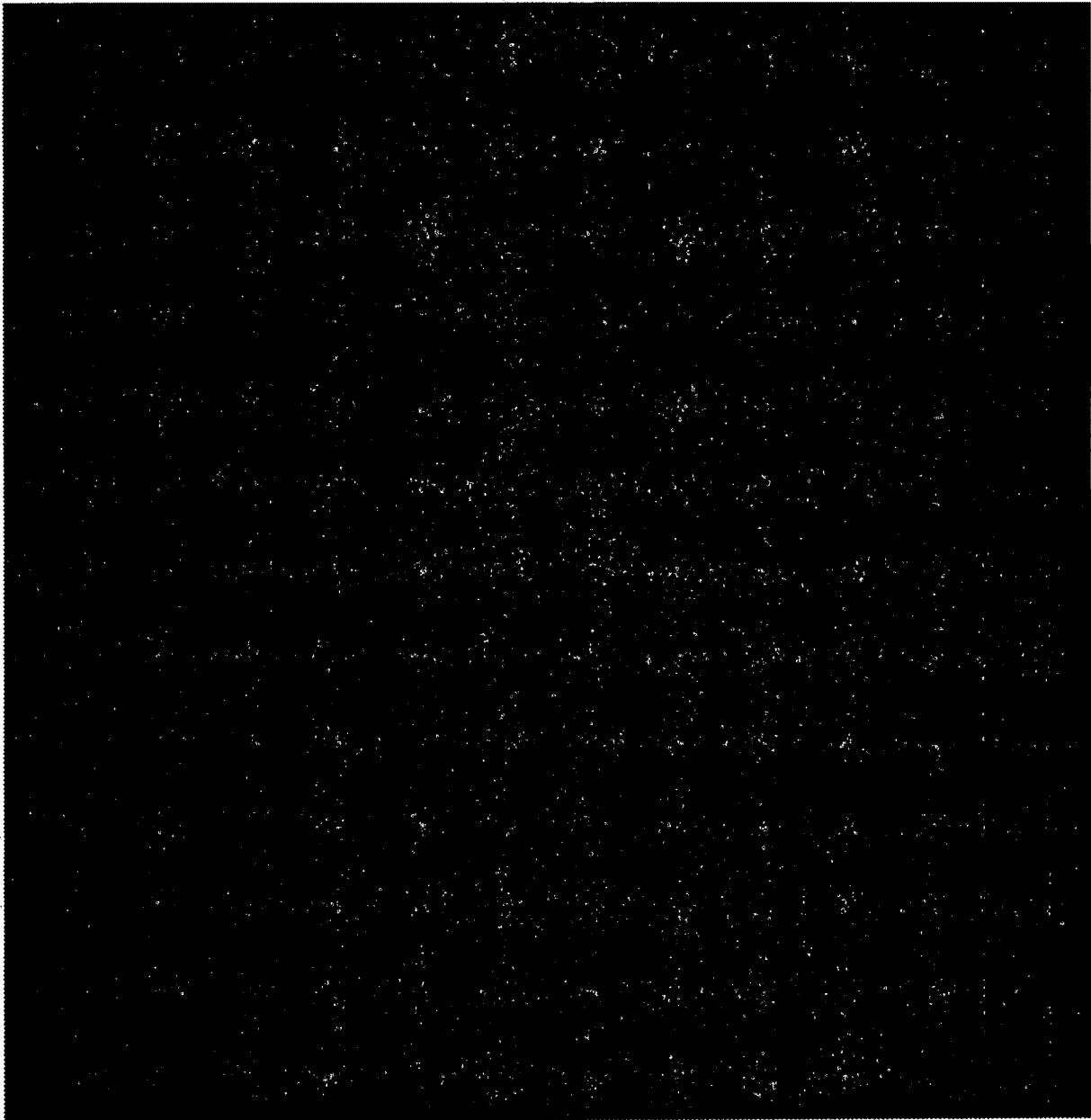
**"Government Entity"** means any foreign or domestic, federal, state, provincial, county, city or local government or legislative, administrative or regulatory authority, agency, court, body, bureau, tribunal, commissioner, minister, governor-in-counsel, cabinet or other governmental or quasi-governmental entity with competent jurisdiction.





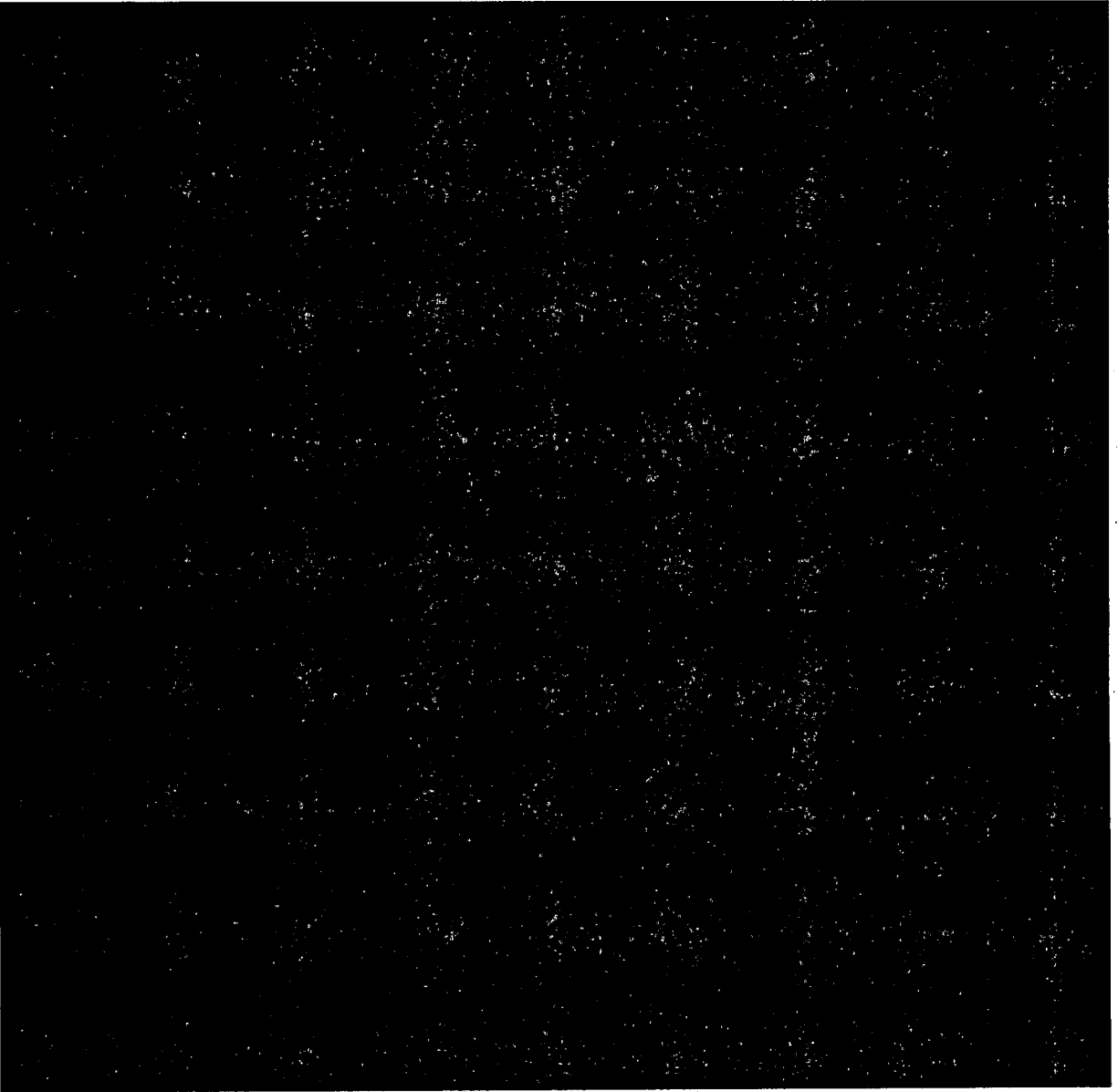
**"Intellectual Property"** means all rights in intellectual property of any type throughout the world, including: (a) trademarks, service marks, domain names, brand names, logos, slogans and trade names, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, **"Trademarks"**); (b) patents, registrations and applications therefor, and divisionals, continuations, continuations-in-part, extensions and reissues relating thereto (collectively, **"Patents"**); (c) trade secrets and confidential proprietary information, inventions and know-how, including processes, techniques, methods, formulae, designs, algorithms, and customer and prospect lists (collectively, **"Trade Secrets"**); (d) works of authorship and copyrights therein and thereto (including in software),

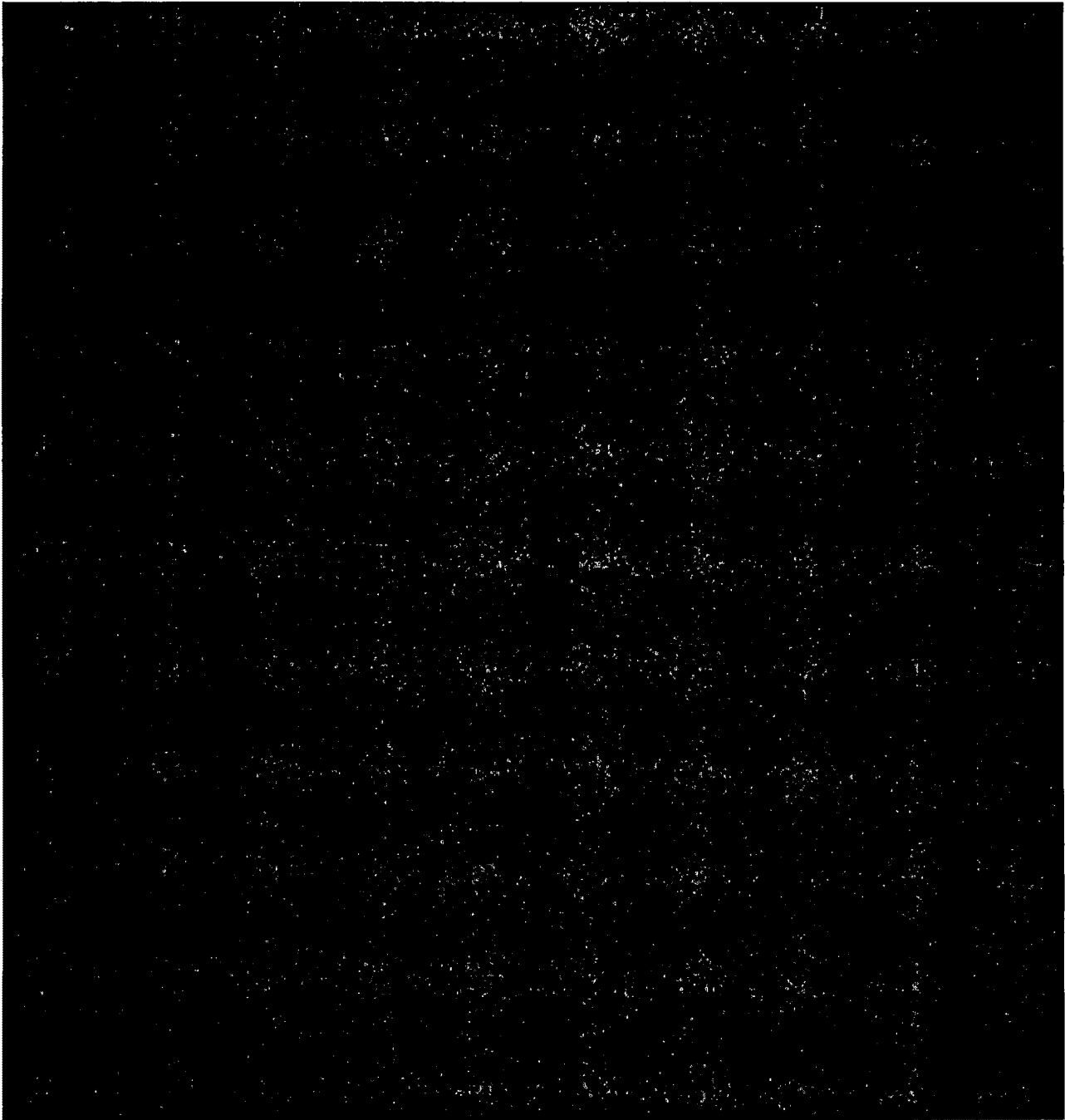
registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof (collectively, "Copyrights"); (e) rights to personal information; (f) all rights to any of the foregoing provided in international treaties and convention rights; (g) the right and power to assert, defend and recover title or rights to use, as the case may be, to any of the foregoing; (h) all rights to assert, defend and seek recovery for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing; and (i) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.





"Luxembourg Acquisition" means TPG Gasperich S.a.r.l., a *societe a responsabilite limitee* organized under the Laws of Luxembourg.





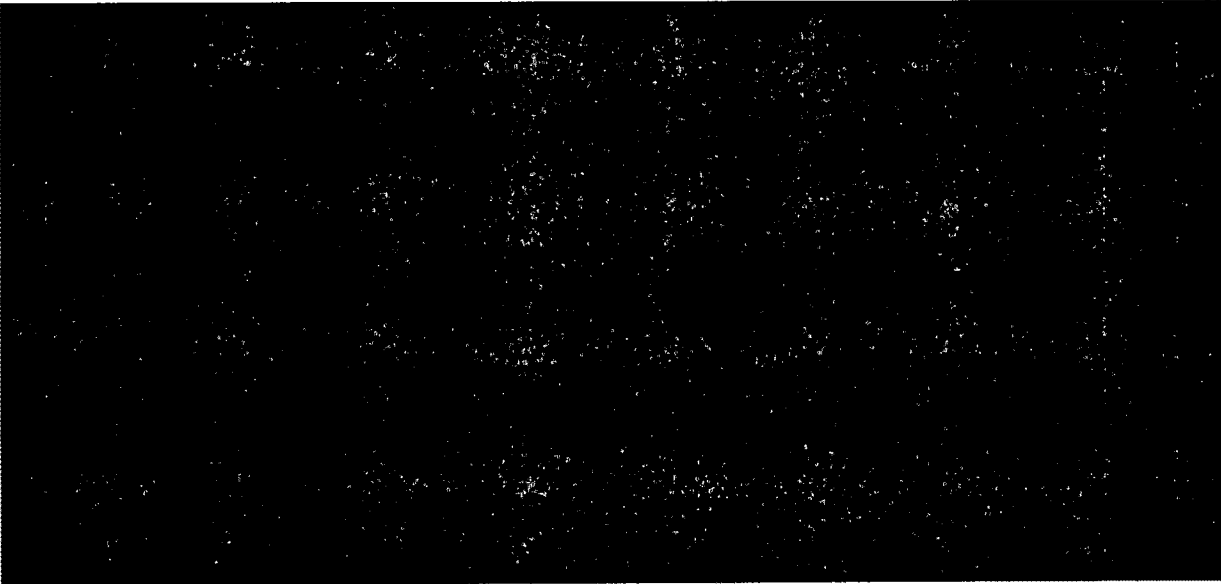
**"MD Hungary"** means MacDonald Dettwiler Information Technology Services Limited Liability Company, a limited liability company incorporated under the laws of Hungary.

**"MD Luxembourg"** means MD Information Services (Luxembourg) S.A., a company incorporated under the laws of Luxembourg.

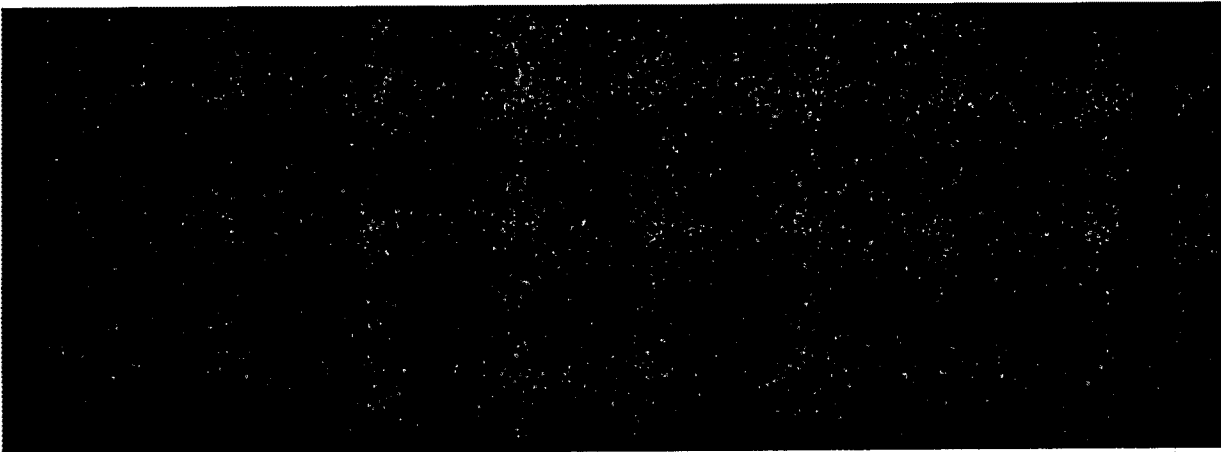
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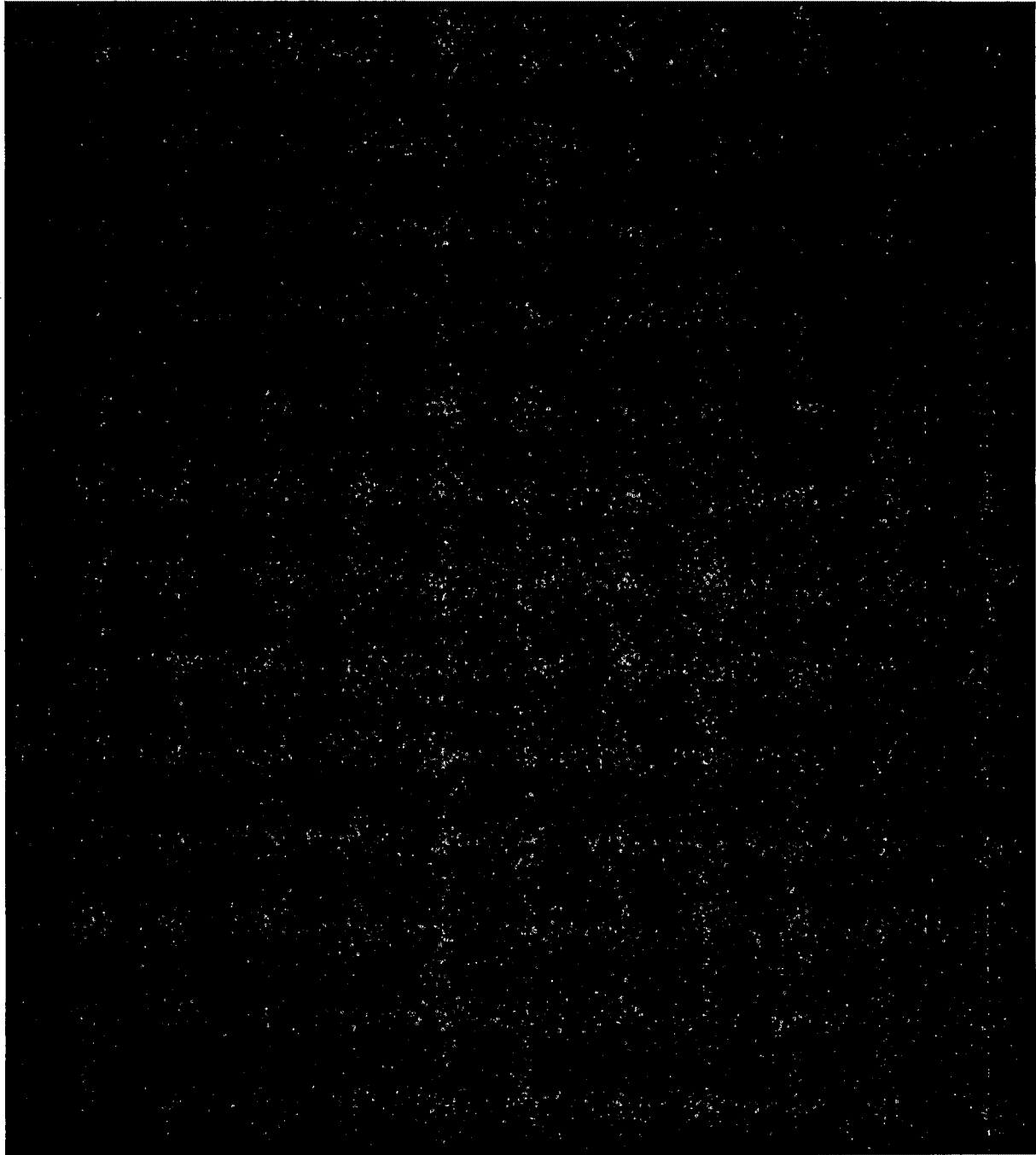


**"Patents"** has the meaning set forth in the **"Intellectual Property"** definition.



**"Person"** means an individual, a corporation, a partnership, an association, a limited liability company, a Government Entity, a trust or any other entity, body or organization.

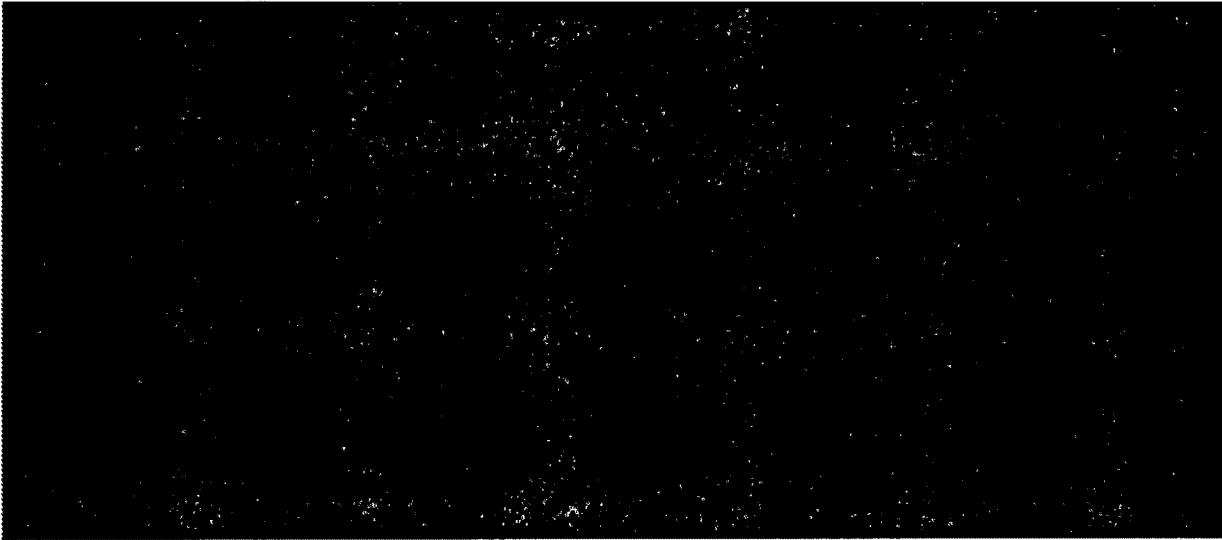




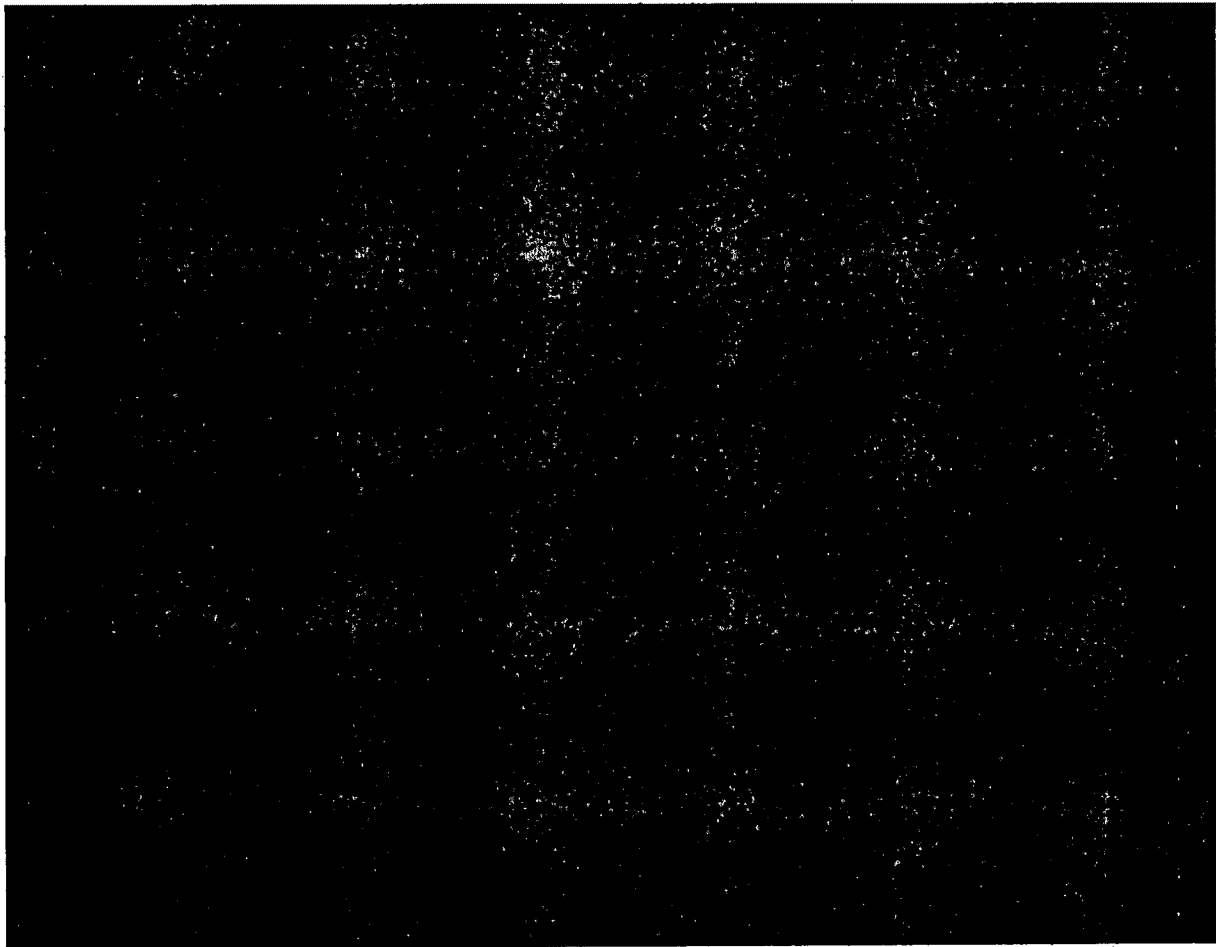
"Representatives" means, with respect to any Person, its directors, officers, employees, investment bankers, attorneys, accountants, advisors, Financing sources and other representatives.

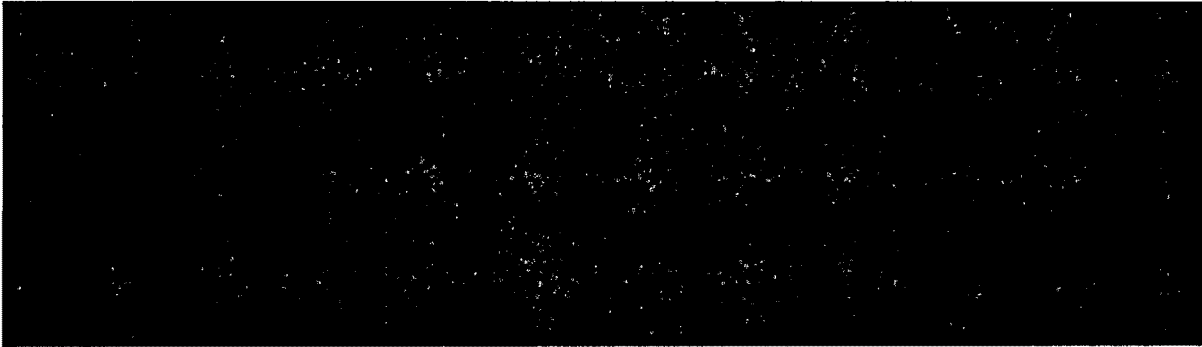






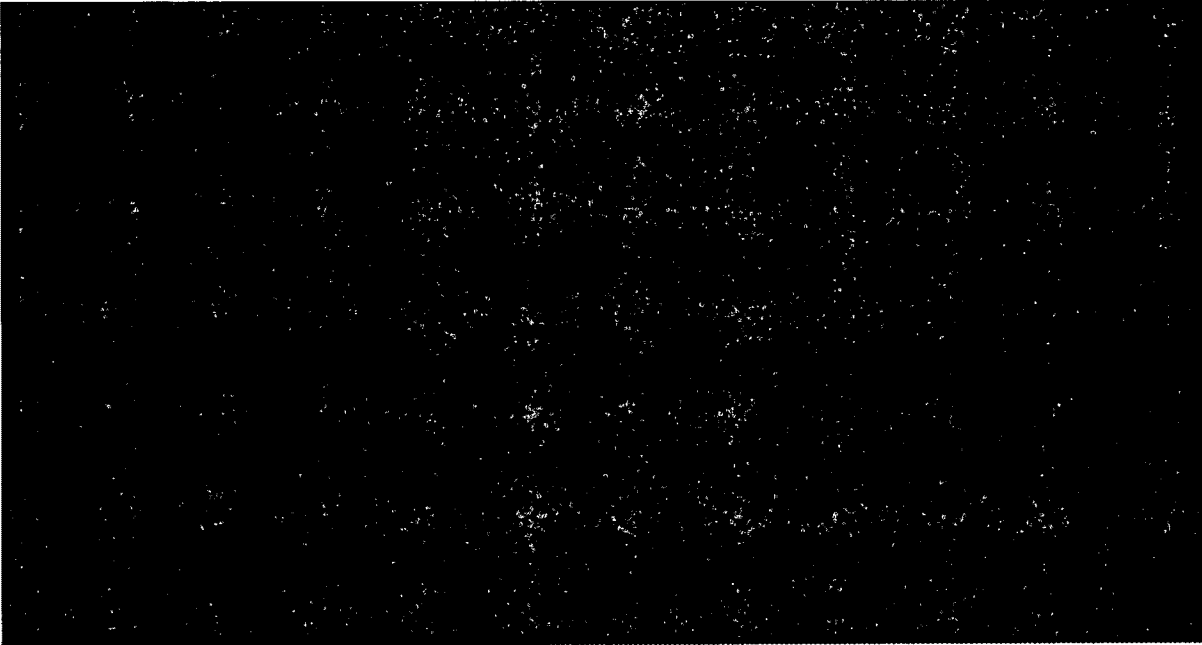
"Seller" has the meaning set forth in the Preamble.



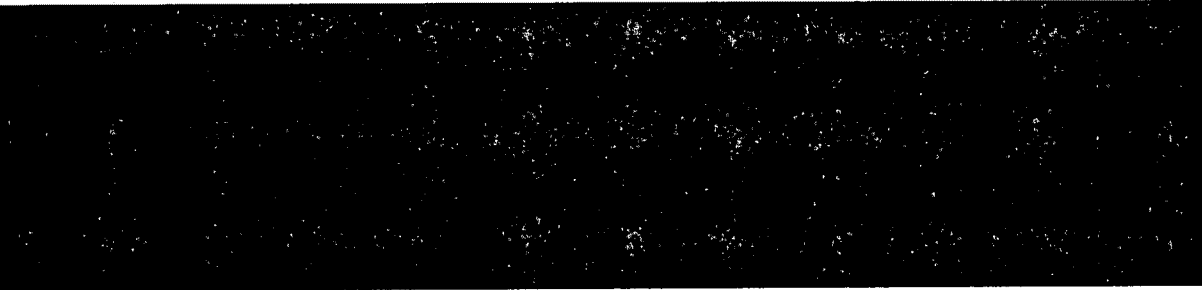


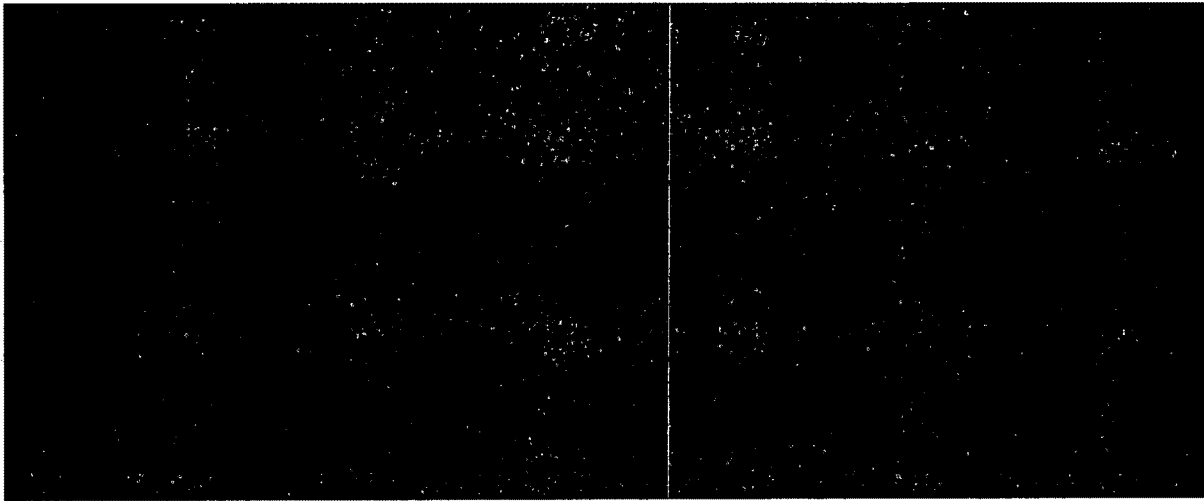
"Trademarks" has the meaning set forth in the "Intellectual Property" definition.

"Trade Secrets" has the meaning set forth in the "Intellectual Property" definition.



"Transferred IP" means all Intellectual Property beneficially or legally owned by MD Luxembourg and MD Hungary, including the Intellectual Property as set forth on Section 1.1 Part T of Seller's Disclosure Schedules.





## 1.2 Other Terms

Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

## 1.3 Other Definitional Provisions

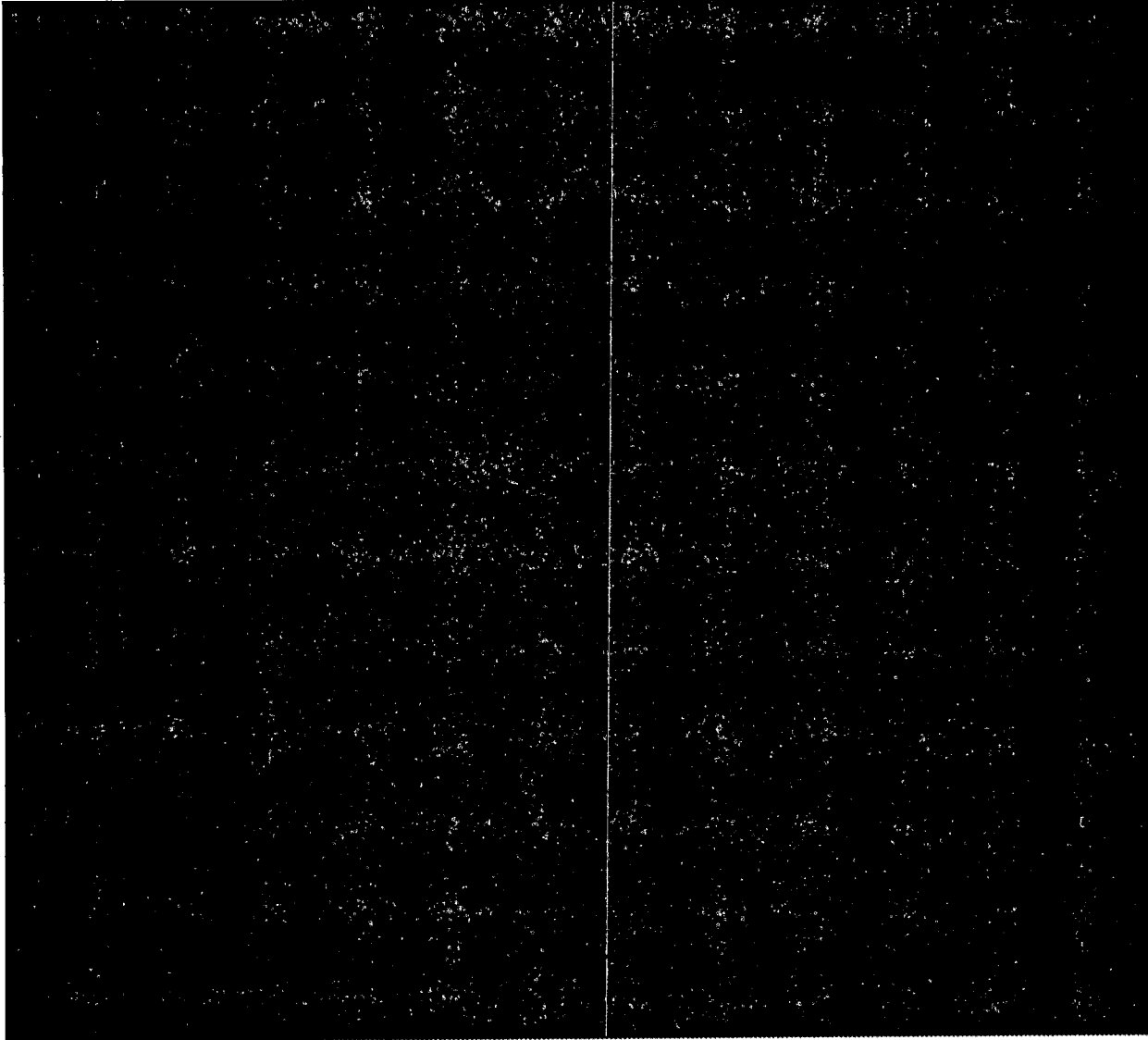
Unless the express context otherwise requires:

- (a) the words "**hereof**", "**herein**", and "**hereunder**" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (b) the terms defined in the singular have a comparable meaning when used in the plural and vice versa;
- (c) the terms "**Dollars**" and "**\$**" mean United States Dollars;
- (d) references in this Agreement to a specific Section, Clause, Exhibit or Annex shall refer, respectively, to Sections, Clauses, Exhibits or Annexes of this Agreement;
- (e) wherever the word "**include**," "**includes**," or "**including**" is used in this Agreement, it shall be deemed to be followed by the words "**without limitation**";
- (f) wherever this Agreement indicates that Seller has "**made available**" any document to Buyer, such statement shall be deemed to be a statement that such document was (i) delivered to Buyer, (ii) made available for viewing online on the "Project Asteroid" deal room by Farris, Vaughan, Wills & Murphy LLP prior to the date hereof or (iii) made available by Seller to Buyer or its Representatives during meetings or visits with Buyer and/or its Representatives;
- (g) references in this Agreement to either gender includes the other gender; and

- (h) references to a particular statute, law or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time and as may be applicable.

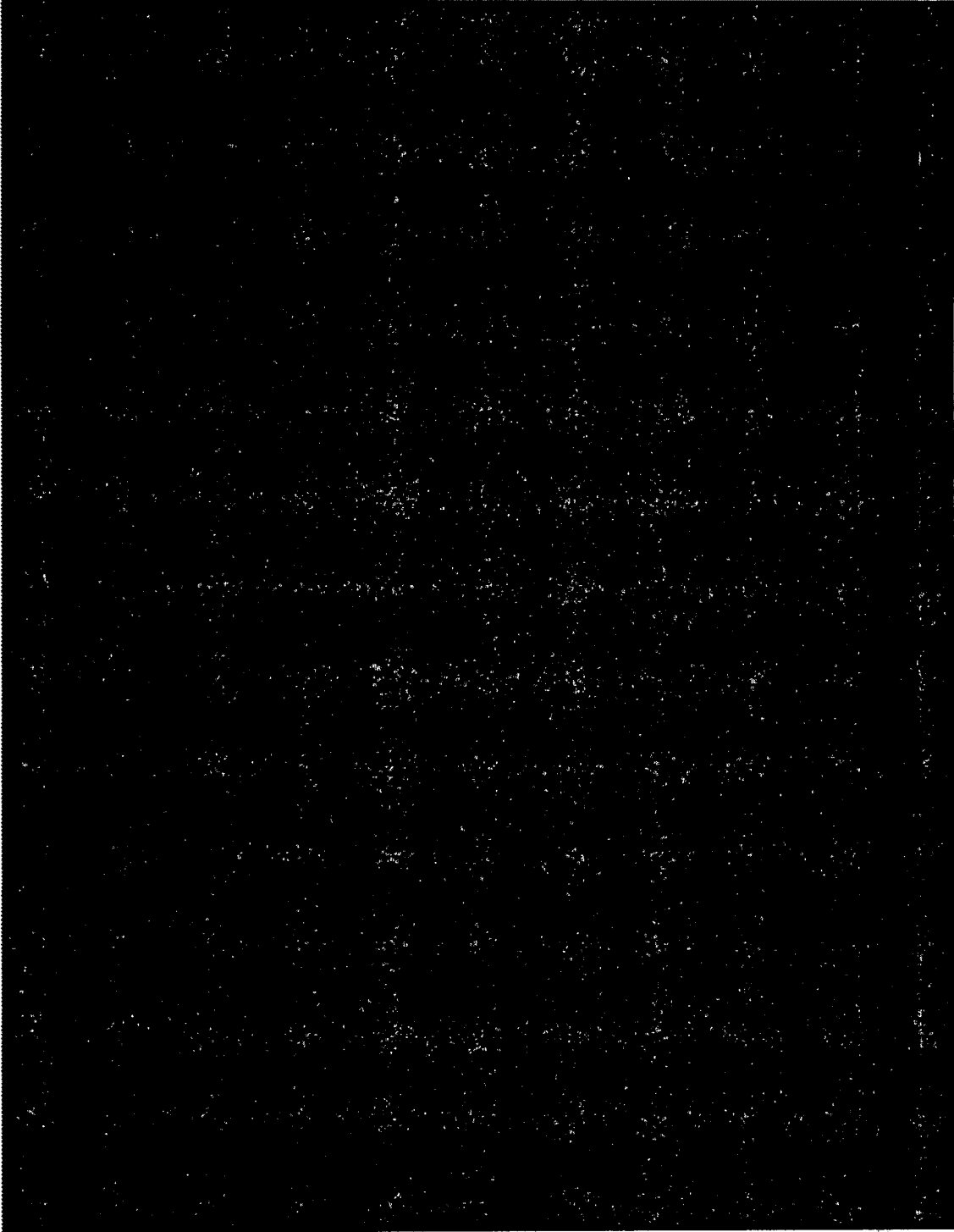
**ARTICLE 2**  
**PURCHASE AND SALE OF THE TRANSFERRED INTERESTS**

**2.1 Purchase and Sale.**



- (e) Seller shall cause each of MD Luxembourg and MD Hungary to sell and transfer to Luxembourg Acquisition all of MD Luxembourg's and MD Hungary's right, title and interest in the Transferred IP and Buyer shall cause Luxembourg

Acquisition to purchase and acquire all the right, title and interest in the Transferred IP from MD Luxembourg and MD Hungary, free and clear of all Encumbrances.



**ARTICLE 10  
MISCELLANEOUS**

**10.1 Notices**

- (a) All notices and communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, or if delivered by registered or certified mail, return receipt requested, or if sent by telecopier or email in each case, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

To Buyer:

c/o TPG Capital, L.P.  
345 California Street, Suite 3300  
San Francisco, CA 94104

Attention: Ronald Cami

Phone: 415-743-1500  
Fax: 415-743-1501  
E-mail: reami@tpg.com

With a copy to:

Ropes & Gray LLP  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199-3600

Attention: Alfred O. Rose

Phone: 617-951-7372  
Fax: 617-235-0096  
E-mail: alfred.rose@ropesgray.com

and

Amanda McGrady Morrison

Phone: 617-951-7188  
Fax: 617-235-0620  
E-mail: amanda.morrison@ropesgray.com

To Seller:

MacDonald, Dettwiler and Associates Ltd.  
13800 Commerce Parkway  
Richmond, B.C.  
V6V 2J3

Attention: Corporate Secretary

Phone: 604-231-2342  
Fax: 604-231-2768  
E-mail: gdt@mdacorporation.com

With a copy to:

Farris, Vaughan, Wills & Murphy LLP  
25<sup>th</sup> Floor  
700 West Georgia Street  
Vancouver, B.C.  
V7Y 1B3

Attention: Elizabeth J. Harrison, Q.C.

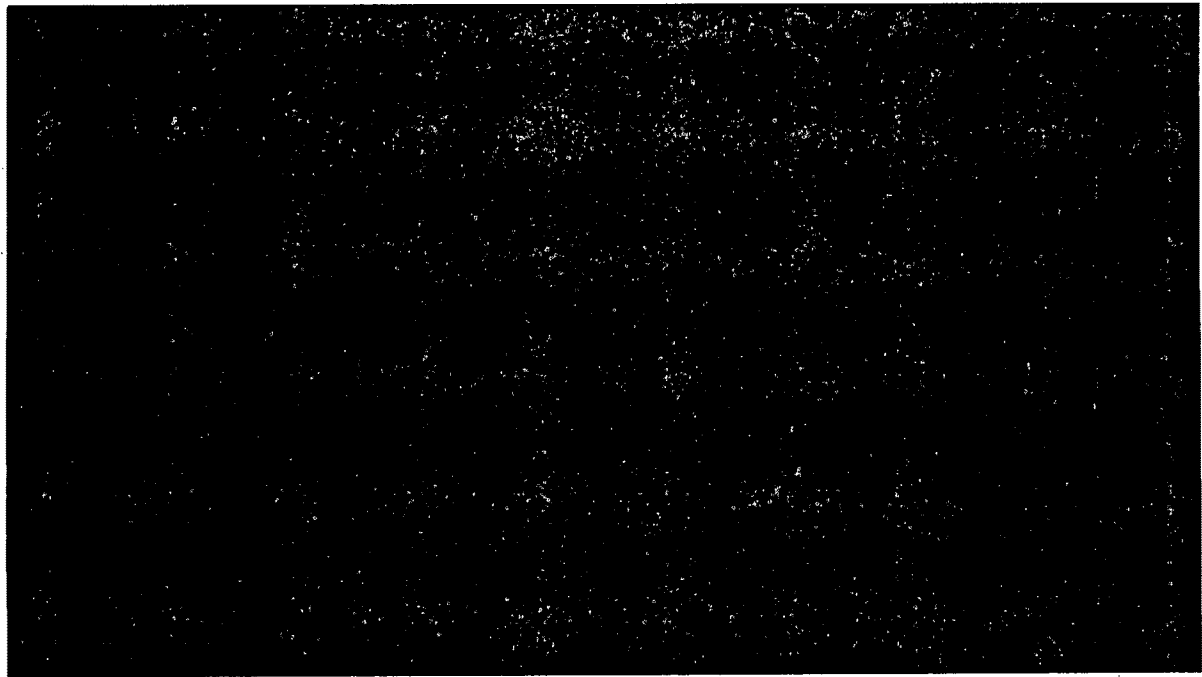
Phone: 604-661-9367  
Fax: 604-661-9349  
E-mail: eharrison@farris.com

- (b) The failure to provide notice in accordance with the required timing, if any, set forth herein shall affect the rights of the party providing such notice only to the extent that such delay actually prejudices the rights of the party receiving such notice.

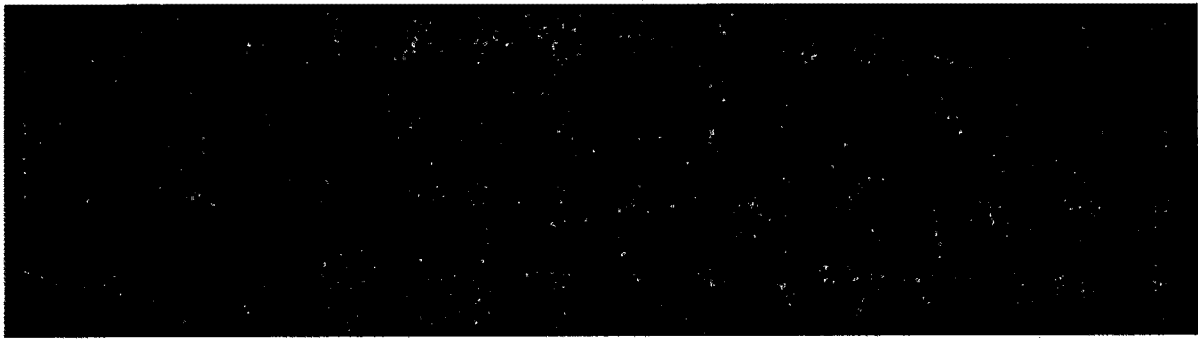


**10.4 Entire Agreement**

This Agreement (including the Exhibits, the Annexes and the Seller's Disclosure Schedules to this Agreement) (except as otherwise agreed in writing) contains the entire agreements between the parties to this Agreement with respect to the subject matter of this Agreement and any such agreements and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for the Confidentiality Agreement, which shall remain in full force and effect.

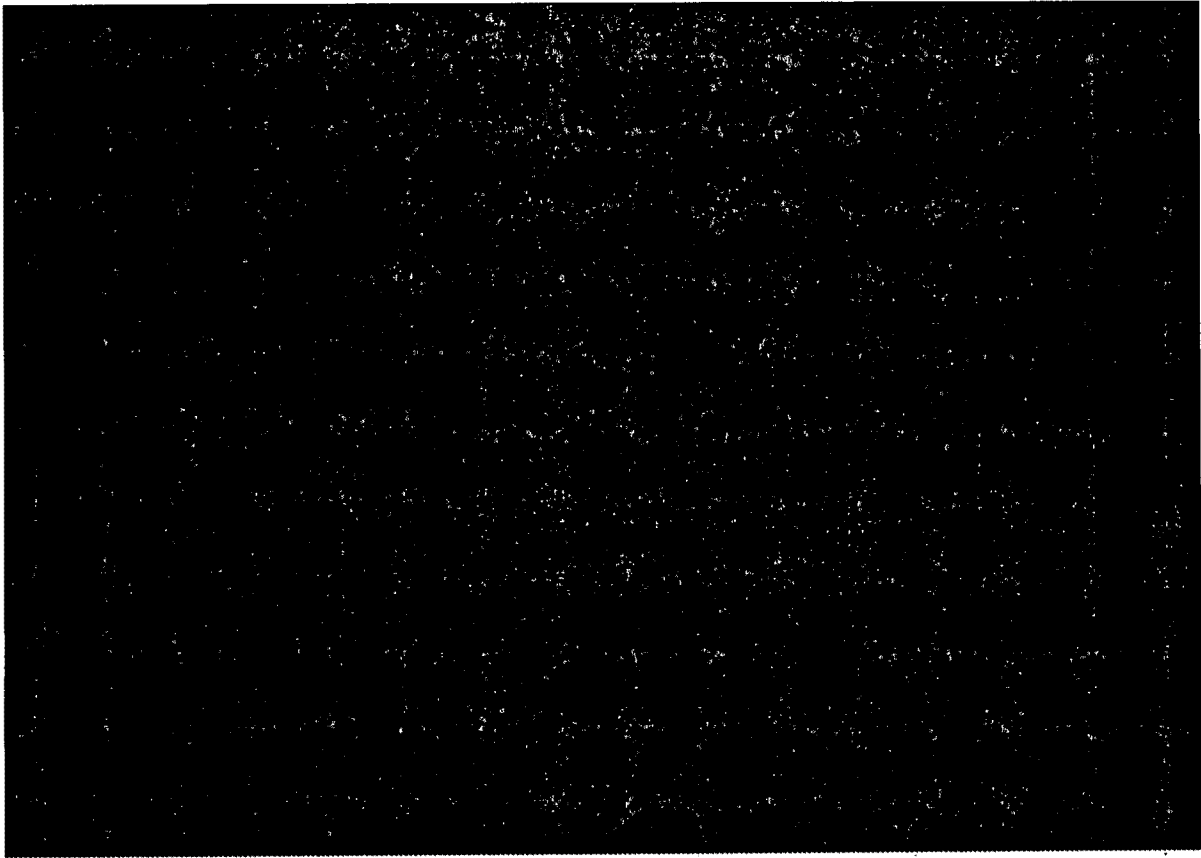






**10.8 Schedules**

The disclosure of any matter in one section or subsection of the Seller's Disclosure Schedules shall be deemed to be a disclosure for all sections or subsections of this Agreement to the extent that it is reasonably apparent on the face of the Seller's Disclosure Schedules that such disclosure is relevant to such other sections and subsections, but shall not be deemed to constitute an admission by Seller or Buyer, as the case may be, or to otherwise imply that any such matter is material or, in the case of Seller, would have a Material Adverse Effect for the purposes of the Agreement.





**10.10 Counterparts**

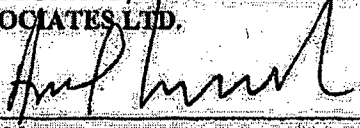
This agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument, and any executed counterpart may be delivered by facsimile, by transmission of a pdf or scanned copy or by similar means of recorded communication.



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

**MACDONALD, DETTWILER AND  
ASSOCIATES LTD.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PROPERTY DATA HOLDINGS, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Purchase Agreement*

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

**MACDONALD, DETTWILER AND  
ASSOCIATES LTD.**

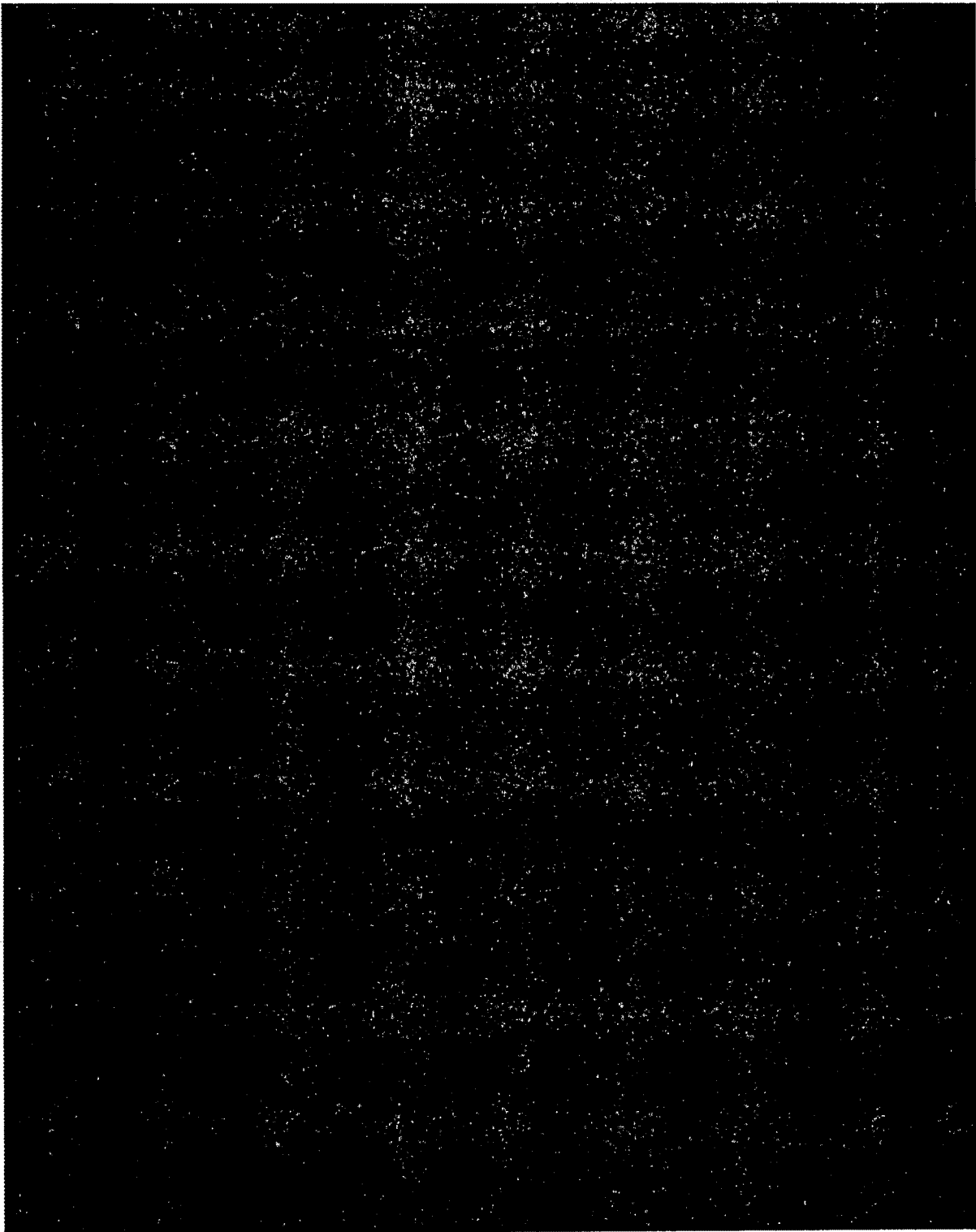
By: \_\_\_\_\_  
Name:  
Title:

**PROPERTY DATA HOLDINGS, LTD.**

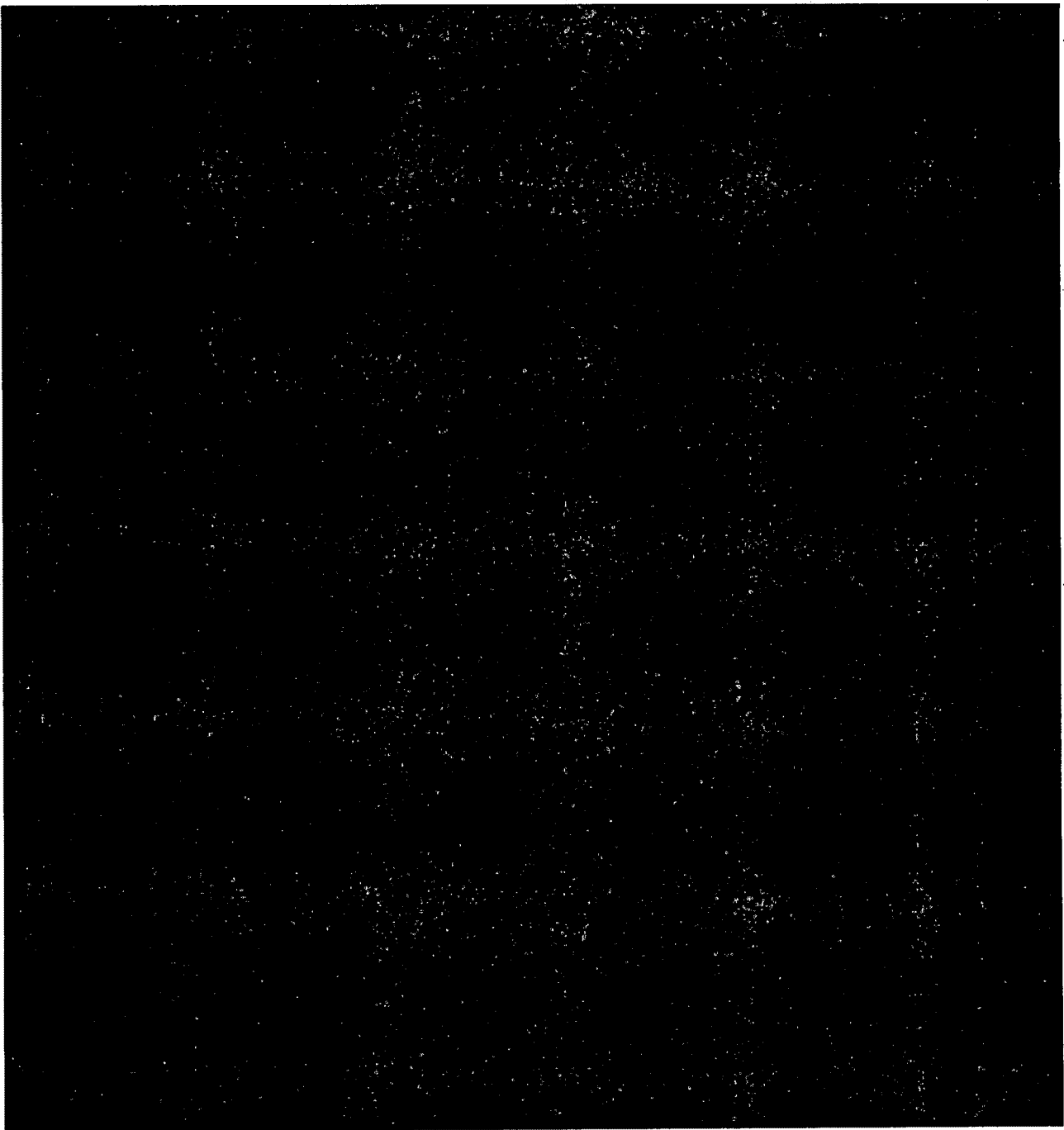
By: Ronald Cami  
Name: Ronald Cami  
Title: Vice President

*Signature Page to Purchase Agreement*

SECTION 1.1



01290999709\_43MMANKI



**Part T**

**(c) Transferred IP**

1. See sections 4.15(b) and 4.15(c) of the Seller's Disclosure Schedules.

01290999709\_4MMANKI

**SECTION 4.15(b)**

**Trademarks**

Each of the trademarks listed on the attached documents are either legally or beneficially owned by MD Hungary or MD Luxembourg.

(see attached)

MacDonald, Dettwiler Information Technology Services Limited Liability Company-  
Luxembourg Branch ("MDA Hungary")

Trade Names or Marks	Registration Number
ADVANTEK	2702137
Analytics	
APPRAISERLOOP	2895188
BUILDING COST CONSULTANTS SINCE 1930	
BVS Agriculture®	3,218,852
BVS Commercial®	3215891
BVS Express®	3227420
BVS Suite®	3215883
BVS®	3220052
Claimsight®	3735816
DDS : Digital Documentation Systems	2178171
DDS : PROPERTY ADJUSTER	2178169
DDS : SOLUTIONS	2178170
EyeQ	3692044
INTEGRICLAIM	77766589
InterChange	3,227,780
InterChange®	3,227,862
MARSHALL & SWIFT	2875017
MARSHALL & SWIFT THE BUILDING COST PEOPLE	1823402
MARSHALL & SWIFTBOECKH	2838222
MARSHALL & SWIFTBOECKH®	2838279
MS/S MAP	2774117
MS/S MAP	2778859
RCT	3,229,405
RCT High Value	3,211,028
RCT MMH Mobile Manufactured Housing	3302052
RESIDENTIAL COMPONENT TECHNOLOGY EXPRESS	3,229,839
RESIDENTIAL COMPONENT TECHNOLOGY HIGH VALUE®	3312410
RESIDENTIAL COMPONENT TECHNOLOGY MOBILE MANUFACTURED HOUSING	3312411
RESIDENTIAL COMPONENT TECHNOLOGY®	3,220,209
RESIDENTIAL ESTIMATOR	DS048313
RESIDENTIAL XPRESS	77789433
RESIDENTIAL XPRESS®	2783104
SWIFTESTIMATOR	2714709
TaxSageexpress	3238602
TELE-ESTIMATING SERVICES® TEB	3,221,214
THE BUILDING COST PEOPLE	1932880
TOTAL INSPECTION PROCESSING PROGRAM® TIPP	3,227,863

Trade Names or Marks	Registration Number
DATAQUICK	2095278
DATAQUICK	2095278
DATAQUICK	2095262
DATAQUICK	2095291
DATAQUICK LIST SERVICES	1885215
DATAQUICK	1382538
DATAQUICK	2032278
TITLESARE	2042639
APPRAISAL WORKSTATION	1833052
YOUR PARTNER FOR THE INFORMATION AGE	1911955
PROPERTY PRO	2277404



DATAQUICK HOME REPLACEMENT COST ESTIMATOR  
 BUSINESSLINK  
 LISTSERVICES  
 DQNET  
 EASY TO USE. DIFFICULTY NOT TO  
 ECB  
 HOME DATA REPORT  
 DATAQUICK  
 YOUR PARTNER FOR THE INFORMATION AGE  
 QUICKMAP  
 QUICKCOMP  
 MAPTRACK  
 VERIFACTS  
 DataQuick Financial Services

037043 (CA)  
 030693 (CA)  
 046389 (CA)  
 35222 (CA)  
 038759 (CA)  
 046645 (CA)  
 020205 (CA)  
 042651 (CA)  
 030558 (CA)  
 037406 (CA)  
 039469 (CA)  
 038221 (CA)

Trade Names or Marks

Registration Number

ART	1436823
ART CREDIT	254497
ART ENTERPRISE	382770
ART ENTERPRISE	1400
ART ENTERPRISE	441480
ART EXPLAIN	2504067
ARTENTERPRISE	1887208
ART-EM	462308
ART-EM	1431918
ART-EM	1156863
ART-EM	236864
ART-EM	1601608
ART-EM	373831
ART-EM	1582680
ARTOPTIMIZE	
ARTPRICE	
ARTQUALIFY	
INFERENCE ART	348347
MINDBOX	857361
MINDBOX	1873552
MINDBOX	707919
MINDBOX	769115
MINDBOX	767320
MINDBOX	2521883
MINDBOX	857362
MINDBOX & Design	18871845
MINDBOX & Design	721432
MINDBOX & Design	721433
MINDBOX & Design	721434
MINDBOX & Design	2497684

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**INTELLECTUAL PROPERTY PURCHASE AGREEMENT**

by and among

**MACDONALD DETTWILER INFORMATION TECHNOLOGY**

**SERVICES LIMITED LIABILITY COMPANY**

and

**PROPERTY DATA (LUXEMBOURG) S.A.R.L.**

Dated as of January 4, 2011

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**TRADEMARK**

**REEL: 005165 FRAME: 0649**

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This PURCHASE AGREEMENT (this "Agreement"), dated as of January 4, 2011 (the "Effective Date"), by and among MACDONALD DETTWILER INFORMATION TECHNOLOGY SERVICES LIMITED LIABILITY COMPANY, a limited liability company incorporated under the laws of Hungary ("Seller") and PROPERTY DATA (LUXEMBOURG) S.A.R.L., a *societe a responsabilite limitee* organized under the laws of Luxembourg ("Buyer").

**WITNESSETH:**

WHEREAS, Macdonald, Dettwiler and Associates Ltd., a public company organized under the Laws of Canada ("MDA") and Property Data Holdings, Ltd., a Cayman exempted company ("Property Data") entered a purchase agreement dated as of November 5, 2010 (the "Purchase Agreement");

AND WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell and transfer to Buyer all of its right, title and interest in the Seller Transferred IP, and Buyer desires to purchase and acquire all of Seller's right, title and interest in the Seller Transferred IP, free and clear of all Encumbrances;

AND WHEREAS, Seller and Buyer desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

**ARTICLE 1  
DEFINITIONS AND TERMS**

**1.1 Certain Definitions**

As used in this Agreement, the following terms have the meanings set forth below:

"British Columbia Court" has the meaning set forth in Section 4.7(b).

"Buyer" has the meaning set forth in the Preamble.

"Effective Date" has the meaning set forth in the Preamble.

"MDA" has the meaning set forth in the Preamble.

"Property Data" has the meaning set forth in the Preamble.

"Seller" has the meaning set forth in the Preamble.

"Seller Transferred IP" means all of Seller's right, title and interest in the Transferred IP, including physical embodiments of the Transferred IP in Seller's custody or control, the Intellectual Property as set forth in Schedule A hereto, along with: (i) all related goodwill; (ii) all

claims and causes of action arising from or relating to such Seller Transferred IP, including all rights to receive damages or other proceeds arising there from, but excluding all rights to the litigation titled *Marshall & Swift/Boeckh, LLC v. URS Corporation et al.*; (iii) all related administrative rights, including the right to prosecute and perfect the existence and ownership of Seller Transferred IP through patent, registration or other procedure; and (iv) all related specimens, prototypes, master copies, documentation (in any media format), prosecution and assignment papers, books and records reasonably required to establish, perfect Buyer's ownership of, and defend the Seller Transferred IP.

**"Terminated Licenses"** means and includes all licenses of any type or nature previously granted under the Seller Transferred IP or any portion thereof, including the licenses set forth in Schedule B hereto.

## 1.2 Other Terms

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

## 1.3 Other Definitional Provisions

Unless the express context otherwise requires:

- (a) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (b) the terms defined in the singular have a comparable meaning when used in the plural and vice versa;
- (c) references in this Agreement to a specific Section or Schedule shall refer, respectively, to Sections and Schedules of this Agreement;
- (d) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation"; and
- (e) references in this Agreement to either gender include the other gender.

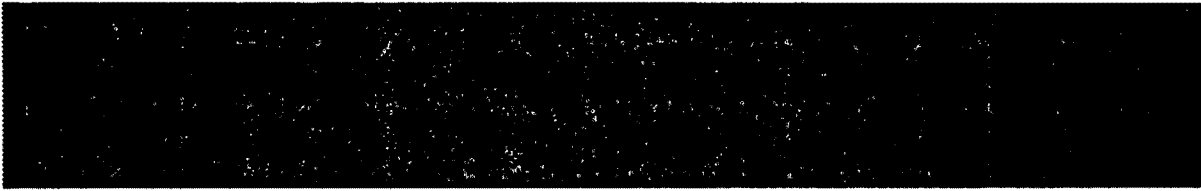
## ARTICLE 2

### PURCHASE AND SALE OF THE SELLER TRANSFERRED IP

#### 2.1 Purchase and Sale of the Seller Transferred IP

- (a) Upon and subject to the terms and conditions of this Agreement, Buyer hereby irrevocably purchases and acquires from Seller, and Seller hereby irrevocably sells and transfers to Buyer, the Seller Transferred IP, free and clear of all Encumbrances, as of the Effective Date. For clarity, the Seller Transferred IP shall be transferred free and clear of all Terminated Licenses, and Seller shall

cause all such Terminated Licenses to be terminated as of or prior to the Effective Date hereof.

- 
- (c) To the extent that Seller holds any right, title or interest in or to Seller Transferred IP that cannot be transferred as of the time of the Effective Date, then Seller shall remain obligated to transfer such right, title or interest at the request of Buyer at the first opportunity. To the extent that Seller holds any right, title or interest in or to Seller Transferred IP that cannot be transferred at all, Seller hereby irrevocably waives and agrees to waive such right or interest in favour of Buyer, and covenants not to assert such retained right or interest against Buyer, or Buyer's representatives, licensees, successors, and assigns. Without limitation, Seller hereby covenants not to assert all of its moral rights, or similar rights in and to the Seller Transferred IP in favour of Buyer to the extent they cannot be assigned or transferred to Buyer.
  - (d) Seller agrees not to oppose any registration, initiate any interference proceeding, attempt to expunge, or challenge the title or ownership to, or have declared invalid any registration, for any Seller Transferred IP obtained by Buyer, or intentionally do any act that diminishes Buyer's rights in any Seller Transferred IP.
  - (e) At Buyer's request and expense, Seller shall provide all cooperation and further assurances requested by Buyer to fully effect the intention of the parties hereto to fully transfer the Seller Transferred IP to Buyer, including, without limitation, entering into subsequent agreements to transfer and assign any item of Seller Transferred IP that has been omitted from Schedule A, executing commercially reasonable consents, licenses, releases, and cooperating in any effort by Buyer to establish, perfect its ownership of, or defend the Seller Transferred IP, including providing records or documentary evidence and providing testimony by affidavit, deposition, declaration or other means through appropriate representatives. In the event Seller is unable or unwilling to provide any further assurance or cooperation described above, then Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as its agent and attorney in fact, to act for Seller and on Seller's behalf to execute documents, make related filings, and do all other lawfully permitted acts related to such effort by Buyer to establish, perfect its ownership of or defend the Seller Transferred IP with the same legal force and effect as if executed by the Seller by and through a fully authorized representative.
  - (f) Seller shall notify Buyer in a timely manner of any correspondence addressed to it, in respect of the Seller Transferred IP.

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties Relating to the Seller Transferred IP**

Seller represents and warrants to Buyer as of the Effective Date of this Agreement as follows:

- (a) Seller is the sole and exclusive owner, free and clear of all Encumbrances, other than Permitted Encumbrances, or has the right pursuant to written Contracts to use, the Seller Transferred IP, and as of the Effective Date the Terminated Licenses have been terminated.
- (b) Seller has the right to assign all of its right, title and interest in the Seller Transferred IP.
- (c) Except for representations and warranties contained in this Agreement and the Purchase Agreement (to the extent they relate to the Seller Transferred IP), including any certificates or other instrument delivered in connection therewith, neither Seller nor any other Person makes any other express or implied representation or warranty on behalf of Seller relating to Seller, the Transferred Entities or the transactions contemplated hereby.
- (d) These representations and warranties shall survive the execution of this document for a period of 15 months commencing on the Effective Date.

**ARTICLE 4  
MISCELLANEOUS**

**4.1 Notices**

- (a) All notices and communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended, or if delivered by registered or certified mail, return receipt requested, or if sent by telecopier or email in each case, to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

To Buyer:

Property Data (Luxembourg) S.A.R.L.  
5d, Rue Eugene Ruppert,  
L-2453 Luxembourg

With copies to:

Ropes & Gray LLP  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199-3600

Attention: Alfred O. Rose

Phone: 617-951-7372

Fax: 617-235-0096

E-mail: [alfred.rose@ropesgray.com](mailto:alfred.rose@ropesgray.com)

and

Amanda McGrady Morrison

Phone: 617-951-7188

Fax: 617-235-0620

E-mail: [amanda.morrison@ropesgray.com](mailto:amanda.morrison@ropesgray.com)

To Seller:

MacDonald Dettwiler Information Technology Services LLC

Dohany Utca 12

H-1074 Budapest

Hungary

With copies to:

Farris, Vaughan, Wills & Murphy LLP

25th Floor

700 West Georgia Street

Vancouver, B.C.

V7Y 1B3

Attention: Elizabeth J. Harrison, Q.C.

Phone: 604-661-9367

Fax: 604-661-9349

E-mail: [eharrison@farris.com](mailto:eharrison@farris.com)

and

MacDonald, Dettwiler and Associates Ltd.

13800 Commerce Parkway

Richmond, B.C.

V6V 2J3

Attention: Corporate Secretary

Phone: 604-231-2904

Fax: 604-231-2768

E-mail: [gdt@mdacorporation.com](mailto:gdt@mdacorporation.com)



- (b) The failure to provide notice in accordance with the required timing, if any, set forth herein shall affect the rights of the party providing such notice only to the extent that such delay actually prejudices the rights of the party receiving such notice.

#### **4.2 Amendment; Waiver**

Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer and Seller, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### **4.3 No Assignment or Benefit to Third Parties**

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, legal representatives and permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other parties hereto except that Buyer may assign any or all of its rights under this Agreement to one or more of its Affiliates (but no such assignment shall relieve Buyer of any of its obligations hereunder and such Affiliate shall become bound by all of the terms of this Agreement) and may enter into assignments associated with customary borrowing arrangements (including granting security interests, deeds of trust, and other similar arrangements), and Seller may assign any and all of its rights under this Agreement to one or more of its Affiliates (but no such assignment shall relieve Seller of any of its obligations hereunder and such Affiliate shall become bound by all of the terms of this Agreement). Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person, other than Buyer, Seller and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

#### **4.4 Entire Agreement**

This Agreement (including the Schedules to this Agreement) and the Purchase Agreement sections relating to this Agreement contain the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, oral or written, with respect to such matters.

#### **4.5 Fulfillment of Obligations**

Any obligation of any party to any other party under this Agreement, which obligation (i) is performed, satisfied or fulfilled completely by an Affiliate of such party, shall be deemed to have been performed, satisfied or fulfilled by such party and (ii) is to be performed, satisfied or fulfilled by an Affiliate of a party hereunder but is not so fulfilled shall be deemed to have not been performed, satisfied or fulfilled by such party.

#### **4.6 Expenses**

Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the party incurring such costs and expenses.

4.7

**Governing Law; Injunctive Relief; Waiver of Trial by Jury**

- (a) THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CANADA WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. Each party acknowledges that it could be impossible to determine the amount of damages that would result from any breach of many of the provisions of this Agreement and that the remedy at law for any breach, or threatened breach, of any of such provisions would likely be inadequate and, accordingly, agrees that each other party shall, in addition to any other rights or remedies which it may have, be entitled to seek such provisional or temporary injunctive relief as may be available from any British Columbia Court (as defined below) to compel specific performance of, or restrain any party from violating, any of such provisions. In connection with any request for temporary or permanent injunctive relief permitted under this Agreement, each party hereby waives the claim or defense that a remedy at law alone is adequate and agrees, to the maximum extent permitted by Law, to have each provision of this Agreement specifically enforced against it, without the necessity of posting bond or other security against it, and consents to the entry of temporary or permanent equitable and injunctive relief against it enjoining or restraining any breach or threatened breach of such provisions of this Agreement.
- (b) Each of the parties hereto (i) unconditionally and irrevocably consents to submit itself to the exclusive jurisdiction of the Supreme Court of British Columbia (the "**British Columbia Court**") in connection with any dispute that arises out of or relates to this Agreement or any of the agreements or transactions contemplated by this Agreement, (ii) hereby irrevocably and unconditionally waives any and all jurisdictional, venue and forum non conveniens objections or defenses that such party may have in any such action and agrees that it shall not attempt to deny or defeat such jurisdiction by motion or other request for leave from any such British Columbia Court and (iii) agrees that it shall not bring any action arising out of or relating to this Agreement (or any other agreement or the transactions contemplated hereby or thereby in any court other than the British Columbia Court. Notwithstanding the previous sentence, a party may commence any such action in a court other than the British Columbia Court solely for the purpose of enforcing an order or judgment issued by one of such courts.
- (c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION UNDER THIS SECTION 4.7. THE PARTIES HERETO AGREE THAT ANY OR ALL OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT

AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY COURT ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM THAT IS PERMITTED UNDER THIS SECTION 4.7 SHALL INSTEAD BE TRIED IN A BRITISH COLUMBIA COURT BY A JUDGE SITTING WITHOUT A JURY.

**4.8 Counterparts**

This agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument, and any executed counterpart may be delivered by facsimile, by transmission of a PDF or scanned copy or by similar means of recorded communication.

**4.9 Headings**

The heading references in this Agreement and the table of contents of this Agreement are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions of this Agreement.

**4.10 Severability**

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**4.11 Paramountcy**

If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail to the extent of such conflict or inconsistency.

**4.12 Joint Negotiation**

The parties to this Agreement have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

MACDONALD DETTWILER  
INFORMATION TECHNOLOGY  
SERVICES LIMITED LIABILITY  
COMPANY

By: Dorina Katalin  
Name: KATALIN RIZUNAI  
Title: MANAGING DIRECTOR

PROPERTY DATA (LUXEMBOURG)  
S.A.R.L.

By: \_\_\_\_\_  
Name:  
Title:

Signature page to Intellectual Property Purchase Agreement - MD Hungary

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

**MACDONALD DETTWILER  
INFORMATION TECHNOLOGY  
SERVICES LIMITED LIABILITY  
COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**PROPERTY DATA (LUXEMBOURG)  
S.A.R.L.**


By: *Pedro*  
Name: *PEDRO FERNANDES DAS NEVES*  
Title: *MANAGER*



## SCHEDULE A



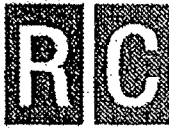



### Seller Transferred IP

All Intellectual Property transferred to Seller pursuant to certain intercompany agreements including: (i) Amended and Restated Transfer Agreement, dated as of May 28, 2004, by and between Marshall Swift G.P. LLC, Marshall & Swift, L.P., E.H. Boeckh Company LLC, MS/AL, LLC and the Seller; (ii) Asset Sale and Purchase Agreement, dated as of December 15, 2005, by and between the Seller and Mindbox, LLC, MDA Mindbox Inc. and MacDonald, Dettwiler and Associates Corp.; (iii) Asset Sale and Purchase Agreement, dated as of April 26, 2000, by and between the Seller, Acxiom Corporation, DataQuick Information Systems, Inc., MDA DataQuick Information Systems, Inc. and MacDonald, Dettwiler and Associates Ltd.; (iv) Services Agreement, dated as of May 28, 2004, as amended May 30, 2006, by and between the Seller and Marshall & Swift/Boeckh LLC; (v) Services Agreement, dated as of December 21, 2005, as amended May 30, 2006, by and between the Seller and MDA Mindbox Inc.; and (vi) Services Agreement, dated as of May 30, 2006, by and between the Seller and DataQuick Information Systems, Inc., including Intellectual Property set forth below:

#### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Status	Appl. No.	Reg. No.
DATAQUICK	Registered	75189101	2095278
DATAQUICK	Registered	75189157	2093278
DATAQUICK	Registered	75189170	2095279
PRIMERASOURCE	Registered	77271987	3426539
PRIMERASOURCE	Registered	77272019	3426540
PRIMERASOURCE	Registered	77272060	3426545
	Registered	76352850	2674566
DATAQUICK PROPERTYFINDER	Registered	76352851	2674567
TRENDFINDER	Registered	76499468	2878606
DATAQUICK VALUATOR	Registered	78477501	3067617
SKYFARM	Registered	78664076	3100848
SKYFARM	Registered	78664097	3100849
SKYFARM	Registered	78664093	3106683
CORDANCE TECHNOLOGIES	Registered	76621449	3139645
ACCUPOST	Registered	76544624	3214444

Trademark	Status	Appl. No.	Reg. No.
DATAQUICK	Registered	75186814	2095261
DATAQUICK	Registered	75186820	2095262
PROPERTY PRO	Registered	75424478	2277404
<b>ARTE</b> Enterprise	Registered	74346660	1857208
 MARSHALL & SWIFT	Registered	74503917	1923402
THE BUILDING COST PEOPLE	Registered	74518007	1932680
MARSHALL & SWIFT / BOECKH	Registered	78070152	2656622
MARSHALL & SWIFT	Registered	78019295	2675017
SWIFTESTIMATOR	Registered	78093584	2714709
RESIDENTIAL XPRESS	Registered	78070301	2783104
ARTOPTIMIZE	Registered	78517185	3037997
ARTQUALIFY	Registered	78517189	3037998
ARTPRICE	Registered	78517181	3041179
INTEGRICLAIM	Registered	77766569	3762613
RESIDENTIAL XPRESS	Pending	77763433	
RCT EXPRESS	Pending	77968931	
MARSHALL & SWIFT / BOECKH	Registered	78070313	2896279
EYEQ	Registered	77692256	3692044
ACCUCOVERAGE	Registered	77052413	3287656
CLAIMSIGHT	Registered	77623685	3735916
 BVS	Registered	78853932	3212950
BVS COMMERCIAL	Registered	78888170	3215851
BVS AGRICULTURAL	Registered	78888195	3215852
BVS SUITE	Registered	78888269	3215853
BVS	Registered	78888304	3220052
RESIDENTIAL COMPONENT TECHNOLOGY	Registered	78922949	3220208








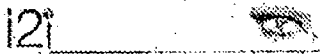



Trademark	Status	Appl. No.	Reg. No.
TELE-ESTIMATING SERVICES (TES)	Registered	78933283	3220214
	Registered	78853901	3227420
	Registered	78905885	3227790
TOTAL INSPECTION PROCESSING PROGRAM	Registered	78933264	3227963
	Registered	78854421	3229405
RESIDENTIAL COMPONENT TECHNOLOGY HIGH VALUE	Registered	78923002	3312410
RESIDENTIAL COMPONENT TECHNOLOGY MOBILE MANUFACTURED HOUSING	Registered	78923027	3312411
	Registered	78853355	3211026
INTERCHANGE	Registered	78923051	3227952
RESIDENTIAL COMPONENT TECHNOLOGY EXPRESS	Registered	78923076	3229939
	Registered	78833908	3236602
	Registered	78853766	3302052




Trademark	Status	Appl. No.	Reg. No.
HARDRAIN	Registered	76280553	2756983
EPOLICY	Registered	76436482	2820733
MDA LENDING SOLUTIONS	Registered	77489161	3793798
ARTADVISOR	Pending	77631404	

**NON-U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Country	Status	Appl. No.	Reg. No.
<b>NON-US TRADEMARKS</b>				
	Canada	Registered	116085500	TMA617036
MARSHALL & SWIFT	Canada	Registered	114339100	TMA604841
	Canada	Registered	114339300	TMA605522
MARSHALL & SWIFT / BOECKH	Canada	Registered	114339200	TMA606324
UNIQUE HOMES GUIDE	Canada	Registered	130337800	TMA711463
RESIDENTIAL COMPONENT TECHNOLOGY HIGH VALUE	Canada	Registered	131313200	TMA711674
RESIDENTIAL COMPONENT TECHNOLOGY MOBILE MANUFACTURED HOUSING	Canada	Registered	131313400	TMA711675
RESIDENTIAL COMPONENT TECHNOLOGY	Canada	Registered	131313500	TMA711676
	Canada	Registered	131313000	TMA711677
RESIDENTIAL COMPONENT TECHNOLOGY EXPRESS	Canada	Registered	131313300	TMA711678
UNIQUE HOMES GUIDE ESTIMATING PAD	Canada	Registered	130337700	TMA711959
INTEGRICLAIM EXPRESS	Canada	Registered	130337500	TMA711961
	Canada	Registered	130336900	TMA711963
BUILDING VALUATION SYSTEM (BVS)	Canada	Registered	130095000	TMA711967
	Canada	Registered	130094900	TMA711968
	Canada	Registered	129920400	TMA721472

Trademark	Country	Status	Appl. No.	Reg. No.
 ANALYTICS A member of <b>M&amp;S</b>	Canada	Registered	140160000	TMA764344
 Intelli Claim	Canada	Registered	139876800	TMA764914
 RCT MMH	Canada	Pending	140160100	
 M&S EXPRESS	Canada	Pending	140160200	
 RCT High Value	Canada	Pending	140160400	
 RCT	Canada	Pending	140159900	
 RCT EXPRESS	Canada	Pending	139876900	
 12i	United Kingdom	Registered	2514807	2514807
 Know Your Neighbour	United Kingdom	Registered	2331743	2331743
 SearchFlow	United Kingdom	Registered	2407749	2407749
 PSA	United Kingdom	Registered	2196182	2196182

Trademark	Country	Status	Appl. No.	Reg. No.
	United Kingdom	Registered	2270970	2270970

**U.S. PATENTS**

Title	Status	Owner	Number
Loan Underwriting System and Method	Issued	MacDonald, Dettwiler and Associates Corp.	7212995