

REC

05-07-2001

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To the Honorable Commissioner of Patents

101679731

attached original documents or copy thereof.

1. Name of conveying party(ies):

Spectra Precision USA, Inc.

2.9.01

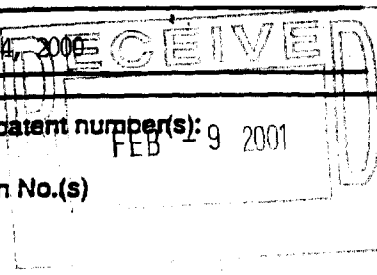
- Individual(s)
- General Partnership
- Corporation-State DE
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Addition/Correction to Reel 2136/0498
- Merger
- Change of Name

Execution Date: July 14, 2001



2. Name and address of receiving party(ies)

Name: ABN Amro Bank N.V., as agent

Internal Address:

Street Address: 208 S. LaSalle

City: Chicago State: IL ZIP: 60604

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,159,649 (QUICKPOINT)

FEB - 9 2001

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

3. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Signature

1/31/01

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002243 FRAME: 0906

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

WRITER'S DIRECT DIAL NUMBER
(312) 558-6352

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

January 31, 2001

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: ABN Amro Bank/Trimble/Spectra Precision USA, Inc.

Dear Commissioner:

Enclosed is a correction of recording of Guarantor Trademark Security Agreement together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

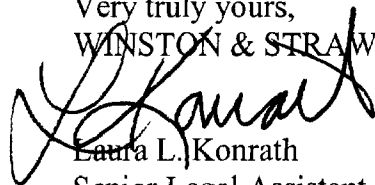
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:ko
Enclosures

TRADEMARK
REEL: 002243 FRAME: 0907

SCHEDULE A
TRADEMARKS

*Continuation
Item
4*

SPECTRA PRECISION USA, INC

UNITED STATES TRADEMARKS:

	Registration #		
Dialgrade	918,461	✓ ✓	Renew
EL-1	1,215,593	✓ ✓	Registered
Grade Eye	1,564,278	✓ ✓	Registered
IndustraAlign	1,726,649	✓ ✓	Registered
Industra-Eye	1,768,521	✓ ✓	Registered
Laser Eye	1,726,642	✓ ✓	Registered
Laser Legs	1,803,676	✓ ✓	Registered
LaserLevel	1,653,477	✓ ✓	Registered
LaserLifter	1,830,017	✓ ✓	Registered
Laserman	1,225,595	✓ ✓	Registered
Laserman and Design	1,230,614	✓ ✓	Registered
Laserplane	1,045,609	✓ ✓	Registered
Line Level	1,928,751	✓ ✓	Registered
MinuteMarker	1,850,248	✓ ✓	Registered
PlumbPlane	1,781,206	✓ ✓	Registered
PlumbPointer	1,935,744	✓ ✓	Registered
Quick Line	Abandoned		11/16/98
VisiLine	1,889,753	✓ ✓	Registered
AccuGuard	2,132,300	✓ ✓	Pending
EconoGrade	2,142,291	✓ ✓	Pending
Laserdist	2,231,355	✓ ✓	Pending
Lasermat	Abandoned		12/27/97
Plane-Lok	Abandoned		7/28/98
Las-er-plane and Design	888,082	✓ ✓	Renew
Benchmaster	1,799,153	✓ ✓	Registered
Blade Pro	1,795,635	✓ ✓	Registered
Easy Grade	2,019,808	✓ ✓	Registered
Grade Pro	1,704,645	✓ ✓	Registered
Gradio	1,746,877	✓ ✓	Registered
Screed Pro	1,947,615	✓ ✓	Registered
Tracer	1,576,142	✓ ✓	Registered
Tracer Plus	1,934,311	✓ ✓	Registered
Bucket Pro	2,207,475	✓ ✓	Pending
Laser Tracer	2,120,546	✓ ✓	Pending

replace with # 1,552,669

31

GeoStar		2,228,033	✓	✓	Allowed
CADSYS		1,874,517	✓	✓	Registered
CAPSY		1,887,858	✓	✓	Registered
CAPSY Advisor		1,848,152	✓	✓	Registered
Pointman		1,930,179	✓	✓	Registered
QuickPoint	2	6,159,649	✓	✓	Registered <i>ok</i>
Bidwork		433,534	?	✓	Registered
MultiPlane		2,024,225	✓	✓	Registered
Paydirt and Design		1,489,134	✓	✓	Registered
Trenchwork		2,219,400	✓	✓	Pending
TerraCalc		491,085	?	✓	Allowed - <i>dead mark</i>

11

*Lazena,
 QUICKPOINT was
 never recorded
 because we
 submitted a
 non-existent
 Reg. #.*

GUARANTOR TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as from time to time amended, supplemented or modified, this "Agreement") is dated as of July 14, 2000 by and between SPECTRA PRECISION USA, INC., a Delaware corporation (the "Grantor") and ABN AMRO BANK N.V., as Administrative Agent (the "Administrative Agent") for the Lenders (as hereinafter defined).

RECITALS:

A. Pursuant to the Credit Agreement (as hereinafter defined) the Lenders have agreed to make certain loans and other extensions of credit to Trimble Navigation Limited, a California corporation (the "Company") and certain other borrowers;

B. The Company or its Subsidiaries may from time to time enter into Hedging Agreements with one or more Lenders;

C. Pursuant to the Guaranty (as hereinafter defined), the Grantor and certain other guarantors have jointly and severally guaranteed to lenders the payment due of all obligations and liabilities under or with respect to the Credit Agreement and the Hedging Agreements;

D. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to Lenders are secured;

E. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to Administrative Agent, for the ratable benefit of the Lenders; and

F. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amount owing by Grantor pursuant to the Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1 General Terms. The following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Administrative Agent" has the meaning ascribed to it in the Preamble.

"Agreement" has the meaning ascribed to it in the Preamble.

"Collateral" has the meaning ascribed to it in Section 2.

"Credit Agreement" means that certain Credit Agreement dated as the date hereof, among the Company and certain other Borrowers, the Lenders and the Administrative Agent, as heretofore or hereafter amended, renewed, modified or supplemented from time to time.

"Grantor" has the meaning ascribed to it in the Preamble.

"Guaranty" has the meaning ascribed to it in the Credit Agreement.

"Hedging Agreements" has the meaning ascribed to it in the Credit Agreement.

"Lenders" means the financial institutions signatory to the Credit Agreement and their respective successors and assigns.

"Licenses" has the meaning ascribed to it in Section 2.

"Related Documents" means, collectively, all documents and things in the Grantor's possession related to the production and sale by the Grantor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Grantor in connection with the Trademarks or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Obligations" has the meaning ascribed to it in the Security Agreement.

"Security Agreement" means the Security Agreement, dated as of the date hereof, between the Grantor, certain other grantors and the Administrative Agent, as the same may be restated, amended, modified or supplemented from time to time.

"Trademarks" has the meaning ascribed to it in Section 2.

"Unmatured Default" means any "Unmatured Default" under, and as defined in, the Credit Agreement.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. GRANT OF SECURITY INTEREST.

The Grantor hereby grants to the Administrative Agent, for the benefit of itself and the Lenders, a security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure the complete and timely payment, performance and satisfaction of the Secured Obligations:

(a) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit A hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements and dilutions thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses");

(c) the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

(d) the Related Documents; and

(e) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any property, rights or interests (including licenses) to the extent the granting of a security interest therein would be contrary to applicable law or is prohibited by or would constitute a default under any agreement or document governing such property, rights or interests (including licenses) (but only to the extent such prohibition is enforceable under applicable law).

3. REPRESENTATIONS AND WARRANTIES.

The Grantor represents and warrants to the Administrative Agent and the Lenders that:

3.1. Registrations. The Grantor has duly and properly applied for registration of the Trademarks listed in Exhibit A hereto as indicated thereon in the United States Patent and Trademark Office.

3.2. Complete Listing. The Trademarks set forth on the exhibits hereto constitute, as of the date hereof, all registered Trademarks of the Grantor.

4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Preservation of Value. The Grantor agrees to protect and preserve the value and integrity of all material Trademarks and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement, in each case to the extent necessary for the operation of its business and to the extent provided by the Credit Agreement.

4.2. Term. The term of the grant of security interests granted herein shall extend until the expiration of each of the respective Trademarks and Licenses pledged hereunder, or until the (a) Secured Obligations have been indefeasibly paid in full; (b) no commitment by the Administrative Agent or any Lender exists that could give rise to any Secured Obligations; and (c) the Loan Documents and this Agreement have been terminated.

4.3. Duties of Grantor. The Grantor shall have the duty (a) to prosecute diligently each application to register any material Trademarks pending as of the date hereof or thereafter until all Secured Obligations have been indefeasibly paid in full, (b) to make application on material Trademarks, as appropriate and (c) to preserve and maintain all rights in all applications to register material Trademarks. Any expenses incurred in connection with such applications shall be borne solely by the Grantor. The Grantor shall not abandon any right to file an application to register material Trademarks without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld.

4.4. Delivery of Certificates. The Grantor shall deliver to the Administrative Agent copies of all existing and future official Certificates of Registration for the Trademarks which it has or hereafter obtains and the registration numbers for such Trademarks with respect to which it has not received Certificates of Registration.

4.5. Notice of Proceedings. The Grantor shall promptly notify the Administrative Agent of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Grantor's right, title and interest in any Trademark or the Grantor's right to register any Trademark.

5. WAIVERS, AMENDMENTS AND REMEDIES.

5.1. Remedies. In the event that an Unmatured Default has occurred and is continuing, the Administrative Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Grantor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may, and upon the direction of the Lenders shall, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Administrative Agent's offices or elsewhere upon such terms and conditions as the Administrative Agent may deem advisable and at such prices as the Administrative Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Administrative Agent or any Lender upon any such sale or sales or dispositions, public or private, to purchase the

whole or any part of said Collateral so sold, free of any right or equity of redemption in the Grantor, which right or equity is hereby expressly waived and released.

5.2. Waivers and Amendments. No delay or omission of the Administrative Agent or any Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or Unmatured Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent and consented to by the Lenders, and then only to the extent specifically set forth in such writing.

6. PROCEEDS.

6.1. Special Collateral Account. After an Unmatured Default has occurred and is continuing, all cash proceeds of the Collateral received by the Administrative Agent shall be deposited in a special non-interest bearing deposit account with the Administrative Agent and held there as security for the Secured Obligations.

6.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Administrative Agent to payment of the Secured Obligations in accordance with Section 7.3 of the Security Agreement.

7. GENERAL PROVISIONS.

7.1. Notice of Disposition of Collateral. The Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if made to the Grantor, addressed as set forth in Section 9 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

7.2. Administrative Agent Performance of Grantor Obligations. Without having any obligation to do so, during the continuance of an Event of Default, the Administrative Agent may perform or pay any obligation which the Grantor has agreed to perform or pay in this Agreement and the Grantor shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 7.2. The Grantor's obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.3. Authorization for Administrative Agent to Take Certain Action. The Grantor irrevocably authorizes the Administrative Agent at any time and from time to time, in the sole discretion of the Administrative Agent, upon the occurrence and continuance of an Unmatured Default: (i) to execute on behalf of the Grantor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or otherwise which are necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's and Lenders' security interest in the Collateral; (ii) to

endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's and the Lenders' security interest in the Collateral. At any time and from time to time after the Secured Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Grantor authorizes the Administrative Agent to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 6 hereof.

7.4. Specific Performance of Certain Covenants. The Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.4 and 7.5 hereof will cause irreparable injury to the Administrative Agent and the Lenders and that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Administrative Agent or the Lenders to seek and obtain specific performance of other obligations of the Grantor contained in this Agreement, that the covenants of the Grantor contained in the Sections referred to in this Section 7.4 shall be specifically enforceable against the Grantor.

7.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement and herein, the Grantor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent of the Lenders, as required by the Loan Documents.

7.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Illinois Uniform Commercial Code as in effect on the date hereof.

7.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantor, the Administrative Agent and the Lenders and their respective successors and assigns, except that the Grantor shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Administrative Agent and the Lenders.

7.8. Survival of Representations. All representations and warranties of the Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

7.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Administrative Agent or any Lender, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Grantor in accordance with the terms of the Credit Agreement. The Grantor shall reimburse (a) the Administrative Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable

attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Administrative Agent and each Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent or such Lender) paid or incurred by the Administrative Agent or such Lender in connection with the collection and enforcement of this Agreement.

7.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations or commitments therefor outstanding) until the payment in full of the Secured Obligations and the termination of the Loan Documents in accordance with its terms, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Grantor. Upon such termination, the Administrative Agent shall promptly return to the Grantor, at the Grantor's expense, such of the Collateral held by the Administrative Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Administrative Agent will promptly execute and deliver to the Grantor such other documents as the Grantor shall reasonably request to evidence such termination.

7.12. Entire Agreement. This Agreement and the Loan Documents embody the entire agreement and understanding between the Grantor and the Administrative Agent relating to the Collateral and supersede all prior agreements and understandings between the Grantor and the Administrative Agent relating to the Collateral.

7.13. Indemnity. The Grantor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Administrative Agent and each Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Administrative Agent or any Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or wilful misconduct of the Administrative Agent or any such Lender).

7.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 7.11 hereof, the Administrative Agent and the Lenders shall, at the Grantor's request and expense, execute such releases as the Grantor may reasonably request, in form and upon terms acceptable to the Administrative Agent and the Lenders in all respects.

7.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Secured Debt Agreement, the Grantor waives, to the extent permitted by applicable law, (a) any right to require either the Administrative Agent or any Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Administrative Agent or any Lender may have, and (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

7.16. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Grantor and the Administrative Agent.

7.17. GOVERNING LAW. ANY DISPUTE BETWEEN THE GRANTOR AND THE ADMINISTRATIVE AGENT OR ANY LENDER ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (BUT WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

7.18. Marshalling. Neither the Administrative Agent nor any Lender shall be under any obligation to marshal any assets in favor of the Grantor or any other party or against or in payment of any or all of the Secured Obligations.

8. THE ADMINISTRATIVE AGENT.

ABN AMRO Bank N.V. has been appointed as Administrative Agent for the Lenders hereunder and has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in Article X of the Credit Agreement. Any successor Administrative Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

9. NOTICES.

9.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with the Credit Agreement.

9.2. Change in Address for Notices. The Grantor, the Administrative Agent or any Lender may change the address for service of notice upon it by a notice in writing to the other.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the duly authorized representatives as of the date first set forth above.

SPECTRA PRECISION USA, INC.

By: 

Name: Steven W. Berglund

Title: President

ABN AMRO BANK N. V.,
as Administrative Agent

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by the duly authorized representatives as of the date first set forth above.

SPECTRA PRECISION USA, INC.

By: _____

Name: _____

Title: _____

ABN AMRO BANK N.V.,
as Administrative Agent

By: Paul Widuch

Name: Paul Widuch

Title: GVP

By: Judy Chiang

Name: Judy Chiang

Title: GVP

STATE OF Boston)
) SS:
COUNTY OF Suffolk)

The foregoing Trademark Agreement was executed and acknowledged before me this 14 day of July, 2000 by Steven W. Berglund personally known to me to be the President of SPECTRA PRECISION USA, INC., on behalf of such corporation.

Robert A. Curran
NOTARY PUBLIC

My Commission Expires: 1-17-2003

(SEAL)

SCHEDULE A

TRADEMARKSSPECTRA PRECISION USA, INCUNITED STATES TRADEMARKS:

	Registration #	
Dialgrade	918,461	Renew
EL-1	1,215,593	Registered
Grade Eye	1,564,278	Registered
IndustraAlign	1,726,649	Registered
Industra-Eye	1,768,521	Registered
Laser Eye	1,726,642	Registered
Laser Legs	1,803,676	Registered
LaserLevel	1,653,477	Registered
LaserLifter	1,830,017	Registered
Laserman	1,225,595	Registered
Laserman and Design	1,230,614	Registered
Laserplane	1,643,609 1552,669	Registered
Line Level	1,928,751	Registered
MinuteMarker	1,850,248	Registered
PlumbPlane	1,781,206	Registered
PlumbPointer	1,935,744	Registered
Quick Line	Abandoned	11/16/98
VisiLine	1,889,753	Registered
AccuGuard	2,132,300	Pending
EconoGrade	2,142,291	Pending
Laserdist	2,231,355	Pending
Lasermat	Abandoned	12/27/97
Plane-Lok	Abandoned	7/28/98
Las-er-plane and Design	888,082	Renew
Benchmaster	1,799,153	Registered
Blade Pro	1,795,635	Registered
Easy Grade	2,019,808	Registered
Grade Pro	1,704,645	Registered
Gradio	1,746,877	Registered
Screed Pro	1,947,615	Registered
Tracer	1,576,142	Registered
Tracer Plus	1,934,311	Registered
Bucket Pro	2,207,475	Pending
Laser Tracer	2,120,546	Pending

GeoStar	2,228,033		Allowed
CADSYS	1,874,517		Registered
CAPSY	1,887,858		Registered
CAPSY Advisor	1,848,152		Registered
Pointman	1,930,179		Registered
QuickPoint	6,159,649 2,159,649		Registered
Bidwork	433,534 482,215		Registered
MultiPlane	2,024,225		Registered
Paydirt and Design	1,489,134		Registered
Trenchwork	2,219,400		Pending
TerraCalc	491,085 791,813		Allowed Reg

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