

9-15-04

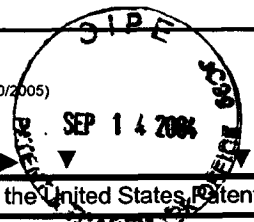
FORM PTO-1594 (Modified), (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Copyright 1994-97 LegalStar TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.: TM

10-08-2004

04-126



102855399

To the Director of the United States Patent and Trademark Office

and original documents or copy thereof.

1. Name of conveying party(ies):

GPS Industries, Inc.

Name and address of receiving party(ies):

Name: Hansen, Inc.

Internal Address: _____

Street Address: 2600 Neville Road

City: Pittsburgh State: PA ZIP: 15225

- Individual(s)
- General Partnership
- Corporation-State Canada
- Other _____

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

Additional names(s) of conveying party(ies) Yes No

If assignee is not domiciled in the United States, a domestic designation is Yes No (Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 20, 2004

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,543,162

2,664,082



Additional numbers

Yes No

09-14-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #01

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

Name: Thomas C. Wettach

Internal Address: Cohen & Grigsby, P.C.

15th Floor

Street Address: 11 Stanwix Street

City: Pittsburgh State: PA ZIP: 15222

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-2026 (Please charge deficiencies as well)

2543162

DO NOT USE THIS SPACE

9. 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.

Thomas C. Wettach

Name of Person Signing

Signature

September 14, 2004

Date

Total number of pages including cover sheet, attachments, and

17

Mail documents to be recorded with required cover sheet information to: Mail Stop Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003058 FRAME: 0846

10/07/2004 EDDUPER 00000004 032026 40.00 TM 01 FC:0521

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of January 20, 2004, by GPS INDUSTRIES, INC., successor-in-interest to Inforetech Wireless Technology, Inc., having its chief executive office at 5500 152nd Street, Suite 214, Surrey B.C. Canada V3S 5J9 (referred to as "Assignor") and Robert C. Silzer, an individual having a residence at 20640 89A Avenue, Langley, B.C. Canada V1M 2N5 (referred to as "Silzer"), in favor of HANSEN, INC. (the "Secured Party"), is made with reference to the following:

A. Assignor desires to obtain financing from HSBC Bank of Canada ("HSBC"). HSBC is willing to provide such financing, but only upon the condition that Assignor arrange for a bank-to-bank guarantee (or letter of credit) to secure repayment of the same.

B. Citizens Bank has provided or agreed to provide a letter of credit in favor of HSBC (the "Citizens Letter of Credit") guaranteeing the repayment of all indebtedness under the HSBC facility up to a maximum of \$1,500,000, but only upon the condition that the Secured Party guarantee any payments made by Citizens Bank to HSBC pursuant to the Citizens Letter of Credit.

C. The Secured Party has agreed, pursuant to that certain Guaranty dated as of June 15, 2003 by the Secured Party in favor of Citizens Bank (the "Hansen Guaranty"), to guarantee all payments made by Citizens Bank to HSBC pursuant to the Citizens Letter of Credit, but only upon the conditions that (i) Assignor execute and deliver to the Secured Party that certain Reimbursement Agreement, dated of even date herewith by and between Assignor and the Secured Party (the "Reimbursement Agreement"), pursuant to which Assignor agrees to reimburse the Secured Party for any payments made by the Secured Party to Citizens Bank in connection with the Secured Party's guaranty of the Citizens Letter of Credit, and (ii) Assignor and Silzer grant a Lien upon, and a first priority security interest in, their now owned or hereafter acquired intellectual property to the Secured Party, in order to secure the prompt and complete payment and performance of all obligations in favor of the Secured Party arising under the Reimbursement Agreement.

D. Silzer is financially interested, directly or indirectly, in the success of Assignor and wishes to induce the Secured Party to continue to perform under the Hansen Guaranty by entering into this Agreement.

E. Assignor and Silzer are the exclusive owners of the patents, trademarks and copyrights listed in Schedule 1, and may hereafter own various patents, trademarks, and copyrights, or be a party to, or an assignee of a party to, various patent, trademark or copyright licenses. Any reference to "Schedule 1" in this Agreement shall refer to Schedule 1 attached hereto, which schedule is incorporated by reference into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Silzer hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given in the Reimbursement Agreement. As used in this Agreement, the following terms shall have the following meanings:

1.1 "Copyright Licenses" shall mean all rights under any written agreement granting any right to any third party under any Copyright now or hereafter owned by Assignor, or granting any right to Assignor under any Copyright now or hereafter owned by any third party.

1.1 "Copyrights" shall mean all of the following:

(a) all copyrights, including the copyrights listed in Schedule 1, in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and

(b) all proceeds of the foregoing, including 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 reissues, extensions or renewals thereof.

1.2 "Goodwill" shall mean all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operation and training manuals, customer lists, distribution agreements and general intangibles now or hereafter owned by Assignor or owned by Silzer and relating to the Trademarks shown on Schedule 1 to be owned by him.

1.3 "Lien" means any mortgage, deed of trust, pledge, security interest, assignment, deposit arrangement, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing or any agreement to give any security interest).

1.4 "Patent Licenses" shall mean all rights now owned or hereafter acquired by Assignor under any written agreement granting any right with respect to any invention on which a Patent is in existence.

1.5 "Patents" shall mean all of the following:

(a) all letters patent of the United States or any other country, and all registrations and recordings thereof, in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state or territory thereof, or any other country, including the patents listed in Schedule 1; and

(b) all proceeds of the foregoing, including 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1.6 "Trademark Licenses" shall mean all rights now owned or hereafter acquired by Assignor under any written agreement granting any right to use any Trademark or Trademark registration.

1.7 "Trademarks" shall mean all of the following:

(a) all trademarks, including the trademarks listed in Schedule 1, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, including all registrations, recordings and in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and

(b) all proceeds of the foregoing, including 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 renewals thereof.

2. GRANT OF SECURITY INTEREST. Assignor and Silzer hereby grant the Secured Party a continuing first priority security interest in all of their respective right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) each Patent in which Assignor now or hereafter has any interest, including each Patent (and patent application) listed in Schedule 1;

(b) each Patent License to which Assignor now or hereafter is a party (or the assignee of a party);

(c) each Trademark in which Assignor now or hereafter has any interest, including each Trademark listed in Schedule 1;

(d) each Trademark listed in Schedule 1 in which Silzer has any interest;

(e) each Trademark License to which Assignor now or hereafter is a party (or the assignee of a party);

(f) each Copyright in which Assignor now or hereafter has any interest, including each Copyright (and copyright application) listed in Schedule 1;

(g) each Copyright License to which Assignor now or hereafter is a party;

(h) the Goodwill associated with: (i) each such Patent, Trademark, and Copyright; and (ii) each such Patent licensed under any Patent License, each such Trademark licensed under any Trademark License, and each such Copyright licensed under any Copyright License; and

(i) all products and proceeds of the foregoing, including any claim of Assignor or Silzer against third parties for any (i) past, present or future infringement or dilution of any of the foregoing Collateral and (ii) injury to the Goodwill associated with the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Agreement secures and the Collateral is collateral security for the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of all obligations now or hereafter arising under the Reimbursement Agreement or payments of fees, expenses or otherwise, and all obligations of Assignor or Silzer now or hereinafter arising under this Agreement (all such obligations being the "Secured Obligations").

It is the intention of Assignor and Silzer that the continuing grant of security interests provided for herein shall remain as security for the payment and performance of the Secured Obligations, whether now existing or hereinafter incurred by future advances or otherwise, and whether or not contemplated by the parties at the date hereof. No notice of the continuing grant of such security interests, therefore, shall be required to be stated on the face of any document representing any such Secured Obligation nor shall it otherwise be necessary to identify any such Secured Obligation as being secured hereby. Any such Secured Obligation shall be deemed to have been made pursuant to Section 9204 of the Uniform Commercial Code of the Commonwealth of Pennsylvania or the State of Nevada, as applicable (the "Code").

4. **REPRESENTATIONS AND WARRANTIES OF ASSIGNOR.** Assignor represents and warrants to the Secured Party that as of the date of this Agreement:

4.1 Assignor does not own or have any interest in any Patent, Trademark, or Copyright that is registered with the United States Patent and Trademark Office, the United States Copyright Office, or any similar offices or agencies of the United States, any state or territory thereof, or any other country or political subdivision, other than those listed in Schedule 1;

4.2 Assignor does not own or have any interest in any Patent, Trademark or Copyright material to the conduct of its business other than those listed in Schedule 1 (except logos, prints, labels, designs, works and general intangibles that are not and cannot be registered with the United States Patent and Trademark Office or the United States Copyright Office);

4.3 The Patents, Trademark registrations and Copyright registrations listed in Schedule 1 have been duly and properly issued, and are valid and enforceable;

4.4 The Patents, Trademark registrations and Copyright registrations listed in Schedule 1 have not been adjudged invalid or unenforceable, in whole or in part, by any court of competent jurisdiction;

4.5 Assignor may practice the inventions described and claimed in the Patents listed in Schedule 1, free and clear of the infringement of or interference with the rights of others;

4.6 Assignor has not received any threats of action and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Collateral; and

4.7 Assignor exclusively owns each of the registered Patents and Copyrights listed in Schedule 1 free and clear of any Liens, except for the interests granted to the Secured Party hereunder. Assignor has not assigned, or granted a security interest to any person (other than Secured Party) in any of the Collateral.

4.8 Neither the execution and performance by Assignor of this Agreement, nor the exercise by the Secured Party of any of its rights hereunder (or under applicable law) upon an Event of Default, conflict with or will result in a default under any agreement to which Assignor is a party or to which any of its assets is bound.

5. REPRESENTATIONS AND WARRANTIES OF SILZER. Silzer represents and warrants to the Secured Party that as of the date of this Agreement he exclusively owns each of the Trademarks listed in Schedule 1, free and clear of any Liens, except for the interests granted to the Secured Party hereunder. Silzer has not assigned, or granted a security interest to any person (other than Secured Party) in any of the Collateral. Neither the execution and performance by Silzer of this Agreement, nor the exercise by the Secured Party of any of its rights hereunder (or under applicable law) upon an Event of Default, conflict with or will result in a default under any agreement to which Silzer is a party or to which any of its assets is bound.

6. AFFIRMATIVE COVENANTS.

6.1 Defense of Collateral. In the event that any of Assignor's or Silzer's rights under any Collateral are infringed, misappropriated or diluted by a third party, unless Assignor shall reasonably determine that such Collateral is not material to the conduct of its business, it shall (a) notify the Secured Party promptly after it learns thereof, (b) sue such party for infringement, misappropriation or dilution and recover any and all damages for such infringement, misappropriation or dilution, and (c) take such other actions as Assignor shall reasonably deem appropriate under the circumstances to protect such Collateral, in each case at Assignor's sole cost and expense.

6.2 Notification of Litigation, Etc. Assignor shall promptly notify the Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Collateral or infringement of or interference with another patent, trademark or copyright which, if determined adversely, is likely to have a material adverse effect and shall, upon request by the Secured Party, deliver to the Secured Party a copy of all pleadings, papers,

orders, or decrees theretofore or thereafter filed in any such suit, action or proceeding, and shall keep the Secured Party fully advised and informed, in writing, of the progress of any such suit, action or proceeding.

6.3 Consent to Filings. Assignor and Silzer hereby consent to the filing of this Agreement, and of any financing statement reflecting the terms of this Agreement, with the United States Patent and Trademark Office, the United States Copyright Office or any office or agency in the United States, or any other country or any political subdivision thereof, including the State of Nevada and/or Washington, District of Columbia, for the purpose of giving notice of, and perfecting, Secured Party's security interest in and to the Collateral. Assignor shall, upon Secured Party's request, pay and reimburse to Secured Party all of Secured Party's reasonable fees and expenses incurred in connection with any such filing and any required amendments thereto (including applicable filing fees and professional costs).

6.4 Notification of After-Acquired Collateral. Assignor shall promptly notify Secured Party of any material new Collateral that is acquired by Assignor after the date hereof, which notice shall specify the nature and identity of such Collateral with such detail as is reasonably necessary for Assignor to make additional filings of the type contemplated by Section 7.3 hereof.

6.5 Indemnification. Assignor hereby agrees to indemnify and hold harmless Secured Party, and each of its officers, directors, employees, agents and affiliates (collectively, the "Indemnified Parties") from any and all costs, liabilities, or expenses (including reasonable attorneys' fees) (collectively, "Losses") that any of such Indemnified Parties may incur as a result of, or arising out of (i) any breach by Assignor or Silzer of their respective representations, warranties or covenants hereunder, or (ii) any of the rights granted to Secured Party hereunder, including without limitation, any Losses that any Indemnified Party may incur as a result of being named as a necessary party to any lawsuit challenging the validity of any of the Collateral.

7. NEGATIVE COVENANTS.

Assignor, and Silzer solely with respect to Section 7.2, each covenants that until such time as all of the Secured Obligations are indefeasibly paid or satisfied in full, without the prior written consent of Secured Party:

7.1 Registration of Collateral. Assignor shall not, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States, or any other country or any political subdivision thereof, without giving the Secured Party prior written notice thereof and, upon the request of the Secured Party, Assignor shall execute and deliver, for filing with any such office or agency as the Secured Party may deem appropriate, (a) an amendment to this Agreement adding a description of such Collateral to Schedule 1 and (b) any other agreements, Instruments, Documents and papers as the Secured Party may reasonably request to evidence the Secured Party's Lien on such Collateral.

7.2 Sale or Hypothecation of Collateral. Assignor and Silzer shall not directly or indirectly, whether voluntarily, involuntarily, by operation of law or otherwise (i) sell, assign, transfer, exchange, lease, lend, grant any option with respect to or dispose of any of the Collateral or any of Assignor's rights therein, nor (ii) create or permit to exist any Lien on or with respect to any of the Collateral, except for the Lien in favor of the Secured Party. The inclusion of "proceeds" as a component of the Collateral shall not be deemed a consent by the Secured Party to any sale, assignment, transfer, exchange, lease, loan, granting of an option with respect to or disposition of all or any part of the Collateral.

7.3 Preservation of Collateral. Assignor shall not cause or allow anything to be done which might impair, or fail to do anything necessary or advisable in order to preserve, the value of any item of Collateral, unless Assignor shall reasonably determine that such item of Collateral is not material to the conduct of its business, and the security interests of the Secured Party therein.

8. Events of Default. The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

8.1 Default Under Reimbursement Agreement. The default in the prompt and complete payment and performance of any Secured Obligation where such default is not cured within any grace period which may be granted therein or, if no specific grace period is granted with respect to such default, where such default is not cured within twenty (20) days after written notice thereof from the Secured Party or any successor in interest thereto;

8.2 Bankruptcy. The insolvency, failure in business or appointment of a receiver to take charge of the business or property of Assignor, or the commission of an act of bankruptcy, the making of a general assignment for the benefit of creditors or the filing of any petition in bankruptcy by or against any such party or for relief under the Federal Bankruptcy Code, as amended, or under any other laws, whether federal or state, for the relief of debtors, now or hereafter existing, unless the same is dismissed within sixty (60) days after the filing thereof;

8.3 Inability to Pay Debts. The admission by Assignor of its inability to pay its debts as they mature;

8.4 Certain Transfers. The transfer of property by Assignor under circumstances which would entitle a trustee in bankruptcy or similar fiduciary to avoid such transfer under the Federal Bankruptcy Code, as amended, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing;

8.5 Appointment of Receiver. The appointment of a receiver, trustee or custodian for Assignor for any substantial part of the assets of Assignor, or the institution of proceedings for the dissolution or the full or partial liquidation of any of the foregoing parties, unless such receiver or trustee is discharged within sixty (60) days of his or its appointment or such proceedings are discharged within sixty (60) days of their commencement;

8.6 Liens on Collateral. The initiation of steps by any third party to obtain a Lien, levy or writ of attachment or garnishment upon any or all of the Collateral or to affect any of the Collateral by other legal process, unless the same is dismissed within sixty (60) days after the initiation thereof;

8.7 Deterioration of Collateral. The occurrence of any deterioration, depreciation, destruction or impairment of the condition or value of the Collateral, or any part thereof, which causes the Collateral to become unsatisfactory to the Secured Party as to character or value;

8.8 Dissolution of Assignor. The cessation of Assignor as a going concern; or

8.9 Misrepresentation. Should any representation or warranty of Assignor contained in this Agreement prove to be false or misleading.

9. Remedies upon Default. Upon the occurrence of any Event of Default hereunder, the Secured Party may exercise, in addition to all other rights and remedies of the Secured Party hereunder or at law or in equity, any and all of the following rights and remedies, all of which shall be cumulative and not mutually exclusive:

9.1 Acceleration of Indebtedness. The Secured Party may declare any or all Secured Obligations, or any part thereof, to be immediately due and payable without demand or notice (and upon the occurrence of any Event of Default specified in Sections 8.2 through 8.5 all Secured Obligations shall without further action by the Secured Party become immediately due and payable), and the Secured Party may proceed to collect the same.

9.2 Use of Trade Names, Etc. The Secured Party may use in connection with any assembly or disposition of the Collateral, any trademark, trade name, trade style, copyright, patent right, technical process or other proprietary right used or utilized by Assignor.

9.3 Other Rights Against Assignor Hereunder. The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the Code, and the Secured Party may also without notice except as specified below sell the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Secured Party in its sole and absolute discretion may deem commercially reasonable. Assignor agrees that, to the extent notice of sale shall be required by law, at least twenty (20) days' notice to Assignor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Assignor hereby waives any claims against the Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree, and in all events such sale shall be deemed to be

commercially reasonable. At any such public or private sale, the Secured Party may be the purchaser of the Collateral.

9.4 Application of Proceeds. All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the direction of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to Assignor or to whomsoever may be lawfully entitled to receive such surplus. In a like manner, Assignor shall pay to the Secured Party, without demand, whatever amount of the Secured Obligations remains unpaid after the Collateral has been sold and the proceeds applied as aforesaid.

10. USE AND PROTECTION OF INTELLECTUAL PROPERTY. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Assignor may continue to use, exploit, license, enjoy and protect the Collateral in the ordinary course of its business, and the Secured Party shall from time to time execute and deliver, upon the reasonable written request of Assignor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of Assignor are necessary or appropriate to permit Assignor to continue to do so.

11. TERMINATION AND RELEASE. On the termination date of the Hansen Guaranty and the full repayment to Secured Party of all amounts owed to it under the Reimbursement Agreement, the rights of the Secured Party hereunder shall terminate and the Secured Party shall promptly execute and deliver to Assignor all releases, powers of attorney other instruments as may be necessary or proper to terminate the Lien granted to the Secured Party hereunder and to revest in Assignor full title to the Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant thereto.

12. EFFECTIVENESS. Notwithstanding the date hereof, this Agreement shall be deemed to be effective as of June 15, 2003, except with respect to any provision relating to Patent Nos. 6,456,938, 5,163,004, 5,438,518, 5,904,726, or 5,364,093 set forth on Schedule 1 hereto, all of which provisions shall be effective as of the date hereof.

13. MISCELLANEOUS.

13.1 Counterparts. This Agreement may be signed by the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

13.2 Governing Law. This Agreement shall be governed by and construed under the internal laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions of such Commonwealth.

13.3 Consent to Jurisdiction and Service of Process.

13.3.1 Each of the parties hereby:

(a) subject to the limitations set forth in Section 13.4 hereof, irrevocably submits to the jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania and to the jurisdiction of the United States District Court for the Western District of Pennsylvania for the purposes of any action or proceeding arising out of or relating to this Agreement or the subject matter hereof and brought by any other party;

(b) waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such action or proceeding, any claim that (A) it is not personally subject to the jurisdiction of such courts, (B) the action or proceeding is brought in an inconvenient forum or (C) the venue of the action or proceeding is improper; and

(c) agrees that, notwithstanding any right or privilege it may possess at any time, such party and its property are generally subject to suit on account of the obligations assumed by it hereunder.

13.3.2 Each party agrees that service in person or by certified or registered U.S. mail to its address set forth on the signature page hereto valid in personam service upon such party and its successors and assigns in any action or proceeding with respect to any matter as to which it has submitted to jurisdiction hereunder.

13.3.3 Notwithstanding the foregoing, but subject to the limitations set forth in Section 13.4 hereof, any party may at its option bring any action or other proceeding arising out of or relating to this Agreement or the subject matter hereof against any other party or any of its assets in the courts of any jurisdiction or place where such other party or such assets may be found or where such other party may be subject to personal jurisdiction, and may effect service of process as provided under any applicable law.

13.3.4 Each party hereby acknowledges that this is a commercial transaction, that the foregoing provisions for consent to jurisdiction and service of process have been read, understood and voluntarily agreed to by each party and that by agreeing to such provisions each party is waiving important legal rights.

13.4 Arbitration. Any claim, controversy or dispute arising between the parties with respect to this Agreement (a "Dispute"), to the maximum extent allowed by applicable law, will be submitted to and finally resolved by binding arbitration. Either party may file a written Demand for Arbitration with the American Arbitration Association's Pittsburgh Pennsylvania Regional Office, and will send a copy of the demand for arbitration to the other party. The arbitration will be conducted pursuant to the terms of the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that discovery may be had in accordance with the Federal Rules of Civil Procedure. The venue for the arbitration will be Pittsburgh, Pennsylvania. The arbitration will be conducted before one arbitrator selected through the American Arbitration Association's arbitrator selection procedures. The arbitrator will promptly meet, fix the time, date and place of the hearing and notify the parties. The parties will stipulate that the arbitration hearing will last no longer than five business days. The arbitrator will render a decision within 10 days of the completion of the

hearing, which decision may include an award of legal fees, costs of arbitration and interest. The arbitrator will promptly transmit an executed copy of its decision to the parties. The decision of the arbitrator will be final, binding and conclusive upon the parties. Each party will have the right to have the decision enforced by any court of competent jurisdiction. Notwithstanding any other provision of this Section, any Dispute in which a party seeks equitable relief may be brought in any court having jurisdiction. The obligations of the parties under this Section are specifically enforceable and will survive any termination of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

ASSIGNOR:

GPS INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

SILZER:

ROBERT C. SILZER, an individual

SECURED PARTY:

HANSEN, INC.

By: David V. Jenelt
Name: DAVID V. Jenelt
Title: VICE PRESIDENT

SCHEDULE 1
to Patent, Trademark and Copyright Security Agreement

COPYRIGHTS

REGISTRATION NO.	TITLE	REGISTRATION DATE
TXu-965-338	Inforemer 2000 Handset Software	8/15/00
TXu-966-391	Inforetech Clubhouse Computer Software	8/15/00

PATENTS

PATENT NO.	TITLE	PATENT ISSUE DATE
D419,993	Hand-held communicator	2/1/00
D419,955	Charging base for electronic apparatus	2/1/00
6,456,938	Personal dGPS golf course cartographer, navigator and internet web site with map exchange and tutor	9/24/02
5,163,004	Position tracking system	11/10/92
5,438,518	Player positioning and distance finding system	8/1/95
5,904,726	Accelerometer-based golf distancing apparatus	5/18/99
5,364,093	Golf distance measuring system and method	11/15/94

TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
2543162	INFORETECH	2/26/02 ¹
2664082	INFOREMER	12/17/02 ²

¹ This Trademark is owned by Robert C. Silzer.

² This Trademark is owned by Robert C. Silzer.

LICENSES

None.

CC443606.4
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01/16/2004 dl