

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|-----------------------|-------------------|----------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Novariant, Inc. | | 10/24/2006 | CORPORATION: CALIFORNIA |

| | |
|----------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | ORIX Venture Finance LLC |
| Street Address: | 1600 Tysons Boulevard, 8th Floor |
| City: | McLean |
| State/Country: | VIRGINIA |
| Postal Code: | 22102 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------|----------|-------------------------------|
| Serial Number: | 78530156 | 7D |
| Serial Number: | 75371154 | CULTIVA |
| Serial Number: | 75428514 | MARKER |
| Serial Number: | 78476106 | |
| Serial Number: | 78476107 | |
| Serial Number: | 78476100 | NOVARIANT |
| Serial Number: | 78476102 | NOVARIANT |
| Serial Number: | 75428781 | PRECISION AGRICULTURE CULTIVA |
| Serial Number: | 78488067 | TERRALITE |
| Serial Number: | 78530146 | LOGIC 7D |
| Serial Number: | 78530141 | LOGIC 7D |

| | |
|--------------------------------------------------------------------------------------|---------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (202)842-7899 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |

CH \$290.00 78530156

Phone: 202842-7800
Email: trademarks@cooley.com
Correspondent Name: Peter J. Willsey, Esq.
Address Line 1: 875 15th St. NW, Suite 800
Address Line 2: The Bowen Building
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-2221

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 307038-103 |
| NAME OF SUBMITTER: | Susan G. Mobley |
| Signature: | /Susan G. Mobley/ |
| Date: | 10/26/2006 |

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is entered into as of October 24, 2006 by and between **ORIX Venture Finance LLC** ("*ORIX*") and **Novariant, Inc.**, a California corporation ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated of even date herewith (as amended from time to time, the "*Loan Agreement*"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "*Obligations*" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing. Notwithstanding the foregoing, Intellectual Property does not include interests of Grantor as a licensee of intellectual property rights to the extent the granting of a security interest in such license rights is (A) prohibited by the terms of or would constitute a default under any agreement or document governing such license rights (but only to the extent such prohibition is enforceable under applicable law), or (B) is contrary to applicable law.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX with at least 15 days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration and (iii)

executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that ORIX may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

1350 Willow Road
Suite 202
Menlo Park, CA 94025

Novariant, Inc.




By Herbert Satterlee III
Title President & CEO

Address of ORIX:

1600 Tysons Blvd., 8th Floor
McLean, Virginia 22102

ORIX Venture Finance LLC

By 

Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

| Mark | Country | Application Number | Application Date | Registration Number | Registration Date | Status |
|----------------------------|------------------------------|--------------------|------------------|---------------------|-------------------|---------------------|
| 7D | Australia | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D | Brazil | 827,488,122 | 6/8/2005 | Abandoned | | |
| 7D | Canada | 6/7/2005 | Abandoned | | | |
| 7D | Chile | 689,995 | 6/7/2005 | 744,073 | 12/28/2005 | Abandoned |
| 7D | China (People's Republic Of) | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D | European Union | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D | Japan | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D | Norway | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D | Singapore | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D | Switzerland | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D | United States | 78/530,156 | 12/9/2004 | 3,080,998 | 4/11/2006 | Registered |
| 7D | WIPO | A0,001,638 | 6/4/2005 | A0,001,638 | 6/4/2005 | Lapsed |
| 7D LOGO | United States | 78/530,151 | 12/9/2004 | Abandoned | | |
| CULTIVA | Canada | 8/5/1997 | TMA520,456 | 12/9/1999 | Registered | |
| CULTIVA | United States | 75/371,154 | 10/10/1997 | 2,580,539 | 6/18/2002 | Registered |
| LOGIC 7D | Australia | A0,001,636 | 6/3/2005 | A0,001,636 | 6/3/2005 | Lapsed |
| LOGIC 7D | Brazil | 827,488,076 | 6/8/2005 | Abandoned | | |
| LOGIC 7D | Canada | 6/7/2005 | Abandoned | | | |
| LOGIC 7D | Chile | 689,996/75 | 6/7/2005 | Abandoned | | |
| LOGIC 7D | China (People's Republic Of) | A0,001,636 | 6/3/2005 | A0,001,636 | 6/3/2005 | Lapsed |
| LOGIC 7D | European Union | A0,001,636 | 6/3/2005 | A0,001,636 | 6/3/2005 | Lapsed |
| LOGIC 7D | Japan | A0,001,636 | 6/3/2005 | A0,001,636 | 6/3/2005 | Lapsed |
| LOGIC 7D | Norway | A0,001,636 | 6/3/2005 | A0,001,636 | 6/3/2005 | Lapsed |
| LOGIC 7D | Singapore | A0,001,636 | 6/3/2005 | A0,001,636 | 6/3/2005 | Lapsed |
| LOGIC 7D | Switzerland | A0,001,636 | 6/3/2005 | A0,001,636 | 6/3/2005 | Lapsed |
| LOGIC 7D | United States | 78/530,146 | 12/9/2004 | Abandoned | | |
| LOGIC 7D | WIPO | A0,001,636 | 6/3/2005 | 872,063 | 6/3/2005 | Lapsed |
| LOGIC 7D LOGO | United States | 78/530,141 | 12/9/2004 | Abandoned | | |
| MARKER | Canada | 8/5/1997 | TMA520,454 | 12/9/1999 | Registered | |
| MARKER | United States | 75/428,514 | 2/4/1998 | 2,548,672 | 3/19/2002 | Registered |
| MISCELLANEOUS DESIGN (ORB) | United States | 78/476,106 | 8/30/2004 | Allowed (SOU Filed) | | Registered |
| MISCELLANEOUS DESIGN (ORB) | United States | 78/476,107 | 8/30/2004 | 3,151,845 | 10/3/2006 | Registered |
| MISCELLANEOUS DESIGN (ORB) | United States | 78/476,110 | 8/30/2004 | Abandoned | | |
| NOVARIANT | Australia | A00,00,807 | 2/27/2005 | 867,144 | 2/27/2005 | Pending (Int'l Reg) |
| NOVARIANT | Brazil | 827,207,190 | 2/28/2005 | Pending | | |
| NOVARIANT | Chile | 677,808 | 2/28/2005 | 745,820 | 1/11/2006 | Registered |
| NOVARIANT | China (People's Republic Of) | A00,00,807 | 2/27/2005 | 867,144 | 2/27/2005 | Pending (Int'l Reg) |
| NOVARIANT | European Union | A00,00,807 | 2/27/2005 | 867,144 | 2/27/2005 | Pending (Int'l Reg) |
| NOVARIANT | Norway | A00,00,807 | 2/27/2005 | 867,144 | 2/27/2005 | Pending (Int'l Reg) |
| NOVARIANT | Singapore | A00,00,807 | 2/27/2005 | 867,144 | 2/27/2005 | Pending (Int'l Reg) |
| NOVARIANT | Switzerland | A00,00,807 | 2/27/2005 | 867,144 | 2/27/2005 | Pending (Int'l Reg) |

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|-------------------------------|------------------------------|-------------|------------|---------------------|------------|------------------------|
| | | | | | | Reg) |
| NOVARIANT | United States | 78/476,100 | 8/30/2004 | Allowed (SOU Filed) | | Registered |
| NOVARIANT | United States | 78/476,102 | 8/30/2004 | Allowed (SOU Filed) | | Registered |
| NOVARIANT | United States | 78/476,103 | 8/30/2004 | Lapsed | | |
| NOVARIANT | WIPO | A00,00,807 | 2/27/2005 | 867,144 | 2/27/2005 | Registered (Int'l Reg) |
| ONTRAC | Canada | 12/23/2004 | Opposed | | | |
| PRECISION AGRICULTURE CULTIVA | Canada | 8/5/1997 | TMA520,455 | 12/9/1999 | Registered | |
| PRECISION AGRICULTURE CULTIVA | United States | 75/428,781 | 2/4/1998 | 2,611,063 | 8/27/2002 | Registered |
| TERRALITE | Australia | A0,000,970 | 3/14/2005 | 882,482 | 3/14/2005 | Pending (Int'l Reg) |
| TERRALITE | Brazil | 827,257,325 | 3/21/2005 | Published | | |
| TERRALITE | Chile | 679,548 | 3/15/2005 | 758,226 | 5/11/2006 | Registered |
| TERRALITE | China (People's Republic Of) | A0,000,970 | 3/14/2005 | 882,482 | 3/14/2005 | Pending (Int'l Reg) |
| TERRALITE | European Union | A0,000,970 | 3/14/2005 | 882,482 | 3/14/2005 | Pending (Int'l Reg) |
| TERRALITE | Norway | A0,000,970 | 3/14/2005 | 882,482 | 3/14/2005 | Pending (Int'l Reg) |
| TERRALITE | Singapore | A0,000,970 | 3/14/2005 | 882,482 | 3/14/2005 | Pending (Int'l Reg) |
| TERRALITE | Switzerland | A0,000,970 | 3/14/2005 | 882,482 | 3/14/2005 | Pending (Int'l Reg) |
| TERRALITE | United States | 78/488,067 | 9/22/2004 | Opposed | | |
| TERRALITE | United States | 78/487,839 | 9/22/2004 | Abandoned | | |
| TERRALITE | United States | 78/487,860 | 9/22/2004 | Abandoned | | |
| TERRALITE | WIPO | A0,000,970 | 3/14/2005 | 882,482 | 3/14/2005 | Registered (Int'l Reg) |

SCHEDULE B

Patents and Patent Applications

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|-----------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------|
| Issued Patents | | |
| System and Method For Generating Precise Position Determinations | 09/187194 RE37,256 | Issued 7/3/2001 |
| Low Cost System and Method for Making Dual Band GPS Measurements | 10/062555 6,570,534 | Issued 5/27/2003 |
| Low Cost System and Method for Making Dual Band GPS Measurements | 10/405702 6,762,714 | Issued 7/13/2004 |
| Method for Rapid Adjustment of Trajectories for Land Vehicles | 09/993361 6,643,576 | Issued 11/4/2003 |
| Adjustment of Vehicle-Implement Trajectories to Compensate for Lateral Implement Offset | 09/993323 6,804,587 | Issued 10/12/2004 |
| Carrier-Based Differential Position Determination Using Multi-Frequency Pseudolites | 10/209782 6,882,314 | Issued 4/19/2005 |
| Multi-Frequency Pseudolites for Carrier-Based Differential Position Determination | 10/391161 7,023,381 | Issued 4/4/2006 |
| System and Method For Land-Leveling | 10/359409 6,880,643 | Issued 4/19/2005 |
| L1/L2 Processor | 10/413354 6,784,830 | Issued 8/31/2004 |
| Satellite Navigation System Using Multiple Antennas | 10/408496 7,027,918 | Issued 4/11/2006 |
| Pending Patent Applications | | |
| Multi-Antenna Multi-Frequency Measurement System | 10/789868 | Filed 2/27/2004 |
| Satellite Navigation System Using Multiple Antennas | 11/190640 | Filed 7/27/2005 |
| Signal Path System and Method for a Ranging Signal Receiver | 10/836363 | Filed 4/29/2004 |
| Rebroadcasting Method and System for Navigation Signals | 10/837515 | Filed 4/29/2004 |
| Method and Apparatus for Gantry Crane Sway Determination and Positioning | 10/837445 | Filed 4/30/2004 |
| Antenna Integration of MEMS Inertial Sensors | 10/835699 | Filed 4/30/2004 |
| Vehicle Control System with User-Guided Calibration | 10/903847 | Filed 7/30/2004 |

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| Multiple Frequency Antenna Structures and Methods for Receiving Navigation or Ranging Signals | 10/909140 | Filed 7/30/2004 |
| Satellite and Local System Position Determination | 10/909184 | Filed 7/30/2004 |
| Analog Decorrelation of Ranging Signals | 10/909207 | Filed 7/30/2004 |
| Land-Based Transmitter Position Determination | 10/909155 | Filed 7/30/2004 |
| Land-Based Local Ranging Signal Methods and Systems | 10/909020 | Filed 7/30/2004 |
| Distributed Radio Frequency Ranging Signal Receiver for Navigation or Position Determination | 10/909243 | Filed 7/30/2004 |
| Synchronizing Ranging Signals in an Asynchronous Ranging or Position System | 10/909234 | Filed 7/30/2004 |
| Asynchronous Local Position Determination System and Method | 10/909170 | Filed 7/30/2004 |
| Method and System for Circular Polarization Correction for Independently Moving GNSS Antennas | 10/916198 | Filed 8/11/2004 |
| System and Method for Propagating Agricultural Vehicle Guidance Paths That Have Varying Curvature Along Their Length | 11/051266 | Filed 2/4/2005 |
| Emulation to Provide Multiple Applications in Mobile Equipment | 11/134166 | Filed 5/19/2005 |
| System and Method for Interactive Selection of Agricultural Vehicle Guide Paths Through a Graphical User Interface | 11/051507 | Filed 2/4/2005 |
| System and Method for Interactive Selection of Agricultural Vehicle Guide Paths With Varying Curvature Along Their Length By Steering the Vehicle | 11/051490 | Filed 2/4/2005 |
| System and Method for Guiding an Agricultural Vehicle Through a Recorded Template of Guide Paths | 11/051506 | Filed 2/4/2005 |
| GNSS Line Bias Measurement System and Method | 11/106962 | Filed 4/15/2005 |
| Navigation Receiver with Functional Extensibility | 11/193644 | Filed 7/29/2005 |
| Steering Wheel Control Mechanism | 11/371,601 | Filed 7/30/2004 |
| Electrical On-Trac | 60/660997 | Filed 7/30/2004 |
| Troposphere Corrections for Ground Based Positioning Systems | 11/232394 | Filed 8/11/2004 |
| Device Comprising a Navigation Receiver and a | 11/108194 | Filed |

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|------------------------------------------------------------------------------|-----------------|--------------------|
| Satellite Communication Handset | | 2/4/2005 |
| Method of Deploying Stations For Navigation with Satellite Communications | 11/108336 | Filed 5/19/2005 |
| Navigation with Satellite Communications | 11/108195 | Filed 2/4/2005 |
| Method of Deploying Stations For Navigation with Satellite Communications | 11/198196 | Filed 2/4/2005 |
| Wide Area Differential Satellite Positioning with Local Area Updates | 11/315,657 | Filed 2/4/2005 |
| A5 Roof Module | 29/251326 | Filed 4/15/2005 |
| Multifrequency Line Biases for Multifrequency GNSS Receivers | 11/332380 | Filed 7/29/2005 |
| Precise Local Positioning Systems Using Ground- Based Transmitters | 11/360359 | Filed 7/30/2004 |
| Self-Surveying Wideband Ground Transmitters | 59387-8002.US01 | Filed 8/4/2006 |
| Modular Multi-Frequency GNSS Receiver | 59387-8003.US01 | Filed 8/4/2006 |
| Antenna Combination Technique for Multi- Frequency Reception | 59387-8004.US01 | Filed 8/4/2006 |

SCHEDULE C

Copyrights

Grantor does not have any copyrights on file, nor does it have any pending copyright applications.

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