

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/08/2010	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Novariant, Inc.		
Street Address:	45700 Northport Loop, East		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3502963	TERRALITE	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	R.J. Heher, Esq.		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	19644-00070-1354		
NAME OF SUBMITTER:	R.J. Heher, Esq.		
Signature:	/rjh/		
Date:	10/08/2010		

CH \$40.00 3502963

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “**Release**”) is made as of the 8th day of October 2010, between NOVARIANT, INC., a California corporation (“**Assignee**”) and SILICON VALLEY BANK (the “**Assignor**”).

WHEREAS, in connection with certain loans, Assignee and Assignor entered into certain loan and security agreements (as amended, supplemented, or otherwise modified from time to time, the “**Agreements**”) for the purpose of securing certain obligations of Assignee to Assignor;

WHEREAS, pursuant to the Agreements, Assignee granted the Assignor, for the benefit of the Assignor, a security interest in all of the Patents, Trademarks, and Copyrights (as defined in the Agreements) (collectively hereinafter the “**Intellectual Property**”), and pledged and mortgaged (but did not transfer title or any goodwill to) the Intellectual Property to Assignor;

WHEREAS, the Assignee is selling to Trimble Navigation Limited, a California corporation (“**Buyer**”), all of Assignee’s rights to the Intellectual Property listed on Exhibits A, and B, attached hereto (collectively, the “**Released Intellectual Property**”) pursuant to that certain Equity Interest and Asset Purchase Agreement among Assignee, Buyer and certain other parties thereto dated on or about the date hereof (such sale hereinafter referred to as the “**IP Sale**”); and

WHEREAS, the Assignor has agreed to release its security interest in the Released Intellectual Property.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

1. Assignor hereby terminates and releases its security interest in the Released Intellectual Property, and the Assignor assigns and transfers to Assignee, without any representation, warranty, or recourse whatsoever, the Assignor’s entire right, title, and interest in and to the Released Intellectual Property, if any.

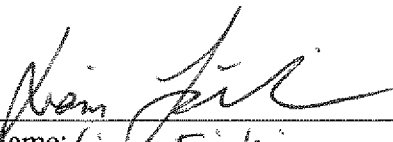
2. Assignor hereby agrees to promptly deliver to the Assignee any releases of liens, discharges, terminations and other release documentation, at Assignee’s expense, as reasonably requested and provided by the Assignee or Buyer as Assignee or Buyer may deem necessary to secure to Assignee the rights herein conveyed.

3. The parties hereto acknowledge that this document may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any other domestic or foreign governmental office to evidence the release granted herein.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignor has caused this Release to be executed as of the day and year first above written.

SILICON VALLEY BANK

By: 
Name: Liam Fairbairn
Title: Relationship Manager

[Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 004293 FRAME: 0652

EXHIBIT B – TRADEMARKS

Registration/ Application Number	Country	Status	Name of Owner/As signee	Date of Filing	Date of Issue
Trademark Reg. No. 882,482	AUS	Registe red	Novariant	March 14, 2005	March 14, 2005
Trademark Reg. No. 827,257,325	BRAZIL	Registe red	Novariant	March 21, 2005	August 12, 2008
Trademark Reg. No. 758,226	CHILE	Registe red	Novariant	March 15,2005	May 11, 2006
Trademark Reg. No. 882,482	INT'L REG (China, EU, Norway, Singapor e, Japan, Switzerla nd)	Registe red	Novariant	March 14, 2005	March 14, 2005
Trademark Reg. No. 3,502,963	USA	Registe red	Novariant	September 22, 2004	September 16, 2008