

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
SADAR 3D, Inc.		05/03/2012	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Trimble Navigation Limited		
Street Address:	935 Stewart Drive		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85414543	SADAR	
Serial Number:	85436829	SADAR 3D	
Serial Number:	85498253	3D+	
Serial Number:	85498257	3D2	
Serial Number:	85498254	TRANSPARENT PHOTOGRAPHY	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	303-291-2327		
Email:	jnewmaker@perkinscoie.com		
Correspondent Name:	Janet L. Newmaker		
Address Line 1:	Perkins Coie LLP		
Address Line 2:	P.O. Box 1247		
Address Line 4:	Seattle, WASHINGTON 98111-1247		

OP \$140.00 85414543

ATTORNEY DOCKET NUMBER:	09015-0039
NAME OF SUBMITTER:	Janet L. Newmaker
Signature:	/Janet L. Newmaker/
Date:	05/08/2012
Total Attachments: 10 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif source=Security Agreement#page9.tif source=Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated, supplemented or otherwise modified, this "Agreement"), is made as of May 3, 2012, by SADAR 3D, INC., a Missouri corporation (the "Borrower"), in favor of TRIMBLE NAVIGATION LIMITED, a California corporation (the "Lender").

RECITALS

WHEREAS, the Lender has concurrently herewith made or is about to make an extension of credit to Borrower under that certain Convertible Promissory Note, dated as of the date hereof (as amended from time to time, the "Note"), by and between the Borrower and the Lender, and the Lender may in the future (but shall not be obligated to) extend additional credit to the Borrower evidenced by agreements, documents or instruments other than the Note ("Other Debt"); and

WHEREAS, the Borrower is required, as a condition to the Lender entering into the Note, to execute and deliver this Agreement to secure the Borrower's obligations under the Note and Other Debt.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, any loan or advance by renewal, refinancing or extension of the Note or Other Debt) heretofore, now or hereafter made to or for the benefit of the Borrower pursuant to the Note or Other Debt, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Indebtedness Secured. The security interest granted hereby is to secure payment in full of (a) any and all sums from time to time due from the Borrower to the Lender pursuant to the Note or Other Debt, any agreements, documents or instruments evidencing the indebtedness of the Borrower to the Lender pursuant to the Note or Other Debt and the full and complete performance of all agreements and documents executed or delivered pursuant to any indebtedness due from the Borrower to the Lender pursuant to the Note or Other Debt, all as same may be amended, modified or extended from time to time, (b) all advances made by the Lender to discharge taxes or levies on, or made for repairs to, maintenance of, or insurance on, the Collateral, and (c) all costs and expenses incurred in the collection of the foregoing, including representation in any bankruptcy proceedings, including attorneys' fees (all of the above being referred to, collectively, as the "Obligations").

It is the true, clear, and express intention of the Borrower that the continuing grant of this security interest remain as security for payment and performance of the Obligations, whether now existing, or which may hereinafter be incurred, or whether or not contemplated by the parties at the time of the granting of this security interest. The notice of the continuing grant of this security interest, therefore, shall not be required to be stated on the face of any document representing any Obligations, nor otherwise identify it as being secured hereby.

2. Grant of Security Interest. The Borrower hereby grants to the Lender a continuing and irrevocable security interest in and general lien upon all of the Intellectual Property of the Borrower. As used herein, the term "Intellectual Property" shall include:

(a) all Copyrights, Trademarks, and Patents of the Borrower, including, without limitation, the Copyrights, Trademarks, and Patents listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing (whether the Borrower is the licensee or the licensor thereunder) and all license fees and royalties from such use. With respect to Trademarks, the term Intellectual Property includes the entire goodwill of the Borrower's business connected with the use of and symbolized by such Trademarks;

(b) any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by the Borrower;

(c) all design rights which may be available to the Borrower now or later created, acquired or held by the Borrower;

(d) any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above;

(e) any other intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by the Borrower or in which the Borrower now holds or hereafter acquires or receives any right or interest, including, without limitation, customer lists, marketing plans, internet domain names (including any right related to the registration thereof), proprietary or confidential information, mask works, source, object or other programming code, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skills, expertise, recipes, experience, processes, models, drawings, materials or records; and

(f) all proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

For all purposes of this Agreement, the following terms shall have the following meanings:

"Copyrights" means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of the Borrower) by the Borrower or in which the Borrower now holds or hereafter acquires or receives any right or interest, in whole or in part: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any state thereof or any other country; (ii) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country; (iii) any continuations, renewals or extensions thereof; (iv) any registrations to be issued in any pending applications, and shall

include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of the Borrower) or acquired by the Borrower, in whole or in part; (v) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (vi) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (vii) rights to sue for past, present and future infringements of any copyright; and (viii) any other rights corresponding to any of the foregoing rights throughout the world.

“Patents” means all of the following in which the Borrower now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country; (ii) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals and patents of addition; (iv) all patents to issue in any such applications; (v) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (vi) rights to sue for past, present and future infringements of any patent.

“Trademarks” means any of the following in which the Borrower now holds or hereafter acquires any interest: (i) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, 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 and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country (collectively, the “Marks”); (ii) any reissues, extensions or renewals thereof; (iii) the goodwill of the business symbolized by or associated with the Marks; (iv) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (v) rights to sue for past, present and future infringements of the Marks.

3. Term of Agreement. The Borrower acknowledges and agrees that the number and amount of the Obligations may fluctuate from time to time hereafter. The Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lender hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and Lender shall release its security interest in the Intellectual Property, only upon the payment in full by or on behalf of the Borrower of the Obligations or conversion of all such Obligations into equities of the Borrower in accordance with the terms of such Obligations.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under that certain Security Agreement, dated

of even date herewith, made by the Borrower in favor of the Lender (the "Security Agreement"). The Borrower hereby consents to the filing of this Agreement with the United States Copyright Office or the United States Patent and Trademark Office, as applicable. The Lender's rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Note, the Security Agreement, any other documents related thereto and any agreements, documents and instruments evidencing Other Debt, and are in addition to those available at law or in equity. The Lender's rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Note, the Security Agreement, any other documents related thereto and any agreements, documents and instruments evidencing Other Debt and are subject to the terms and conditions of that certain Subordination Agreement, dated as of the date hereof, by and between the Lender and certain other parties thereto. The Lender's exercise of its rights, powers or remedies in this Agreement, Note, the Security Agreement, any other documents related thereto and any agreements, documents and instruments evidencing Other Debt does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Covenants relating to the Intellectual Property. The Borrower shall:

(a) promptly give the Lender written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any, and shall amend or permit the Lender to amend Schedule A hereto, as necessary, to reflect such applications or registrations;

(b) (i) give the Lender not less than 30 days' prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, (ii) prior to the filing of any such applications or registrations, execute such documents as the Lender may reasonably request for the Lender to maintain Lender's perfection and priority in such intellectual property rights to be registered by the Borrower, and upon the request of the Lender, file such documents simultaneously with the filing of any such applications or registrations, and (iii) amend or permit the Lender to amend Schedule A hereto, as necessary, to reflect such applications or registrations; and

(c) protect, defend and maintain the validity and enforceability of its Copyrights, Patents and Trademarks, in accordance with prudent practices in the industry.

6. Amendment, Etc. Any term of this Agreement may be amended or waived only with the written consent of Lender and the Borrower. No delay or failure on the part of Lender in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against Lender unless made in writing and signed by Lender, and then only to the extent expressly specified therein. The Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of the Borrower in respect to the Obligations or the Collateral and any and all notices and demands whatsoever,

whether or not relating to such instruments, except as otherwise provided in such instruments. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

7. Governing Law. This Agreement and all controversies and disputes arising hereunder shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BORROWER:

SADAR 3D, INC.

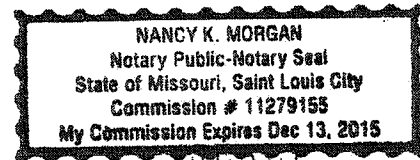
By: Stephen B. Crain
Name: Stephen B. Crain
Title: President

State of Missouri
City
County of St. Louis

The foregoing was acknowledged before me this 3rd day of May, 2012, by Stephen B. Crain as President of SADAR 3D, Inc., and not in his individual capacity.

Witness my hand and official seal.

Nancy K. Morgan
Notary Public
Printed Name: Nancy K. Morgan
My Commission Expires: 12/13/2015



LENDER:

TRIMBLE NAVIGATION LIMITED

By: _____
Name: James A. Kirkland
Title: Vice President and General Counsel

SIGNATURE PAGE TO IP SECURITY AGREEMENT

TRADEMARK
REEL: 004775 FRAME: 0676

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BORROWER:

SADAR 3D, INC.

By: _____
Name: Stephen B. Crain
Title: President

State of _____

County of _____

The foregoing was acknowledged before me this ____ day of _____, 2012, by _____ as _____ of _____, and not in his individual capacity.

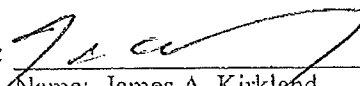
Witness my hand and official seal.

(SEAL)

Notary Public
Printed Name: _____
My Commission Expires: _____

LENDER:

TRIMBLE NAVIGATION LIMITED

By:  _____
Name: James A. Kirkland
Title: Vice President and General Counsel

SIGNATURE PAGE TO IP SECURITY AGREEMENT

TRADEMARK
REEL: 004775 FRAME: 0677

Schedule A

INTELLECTUAL PROPERTY

1. Copyrights/Software:

None.

SCHEDULE A

INTELLECTUAL PROPERTY

2. Patents and patent applications

Title Description	Inventor Names(s)	Current Assignee	Registration/ Application Number	Registration/ Application Date
Oblique Scanning Ground Penetrating Radar	Dennis H. Cowdrick	SADAR 3D, Inc.	6,094,157	July 25, 2000
Oblique Synthetic Aperture Subsurface Imaging Radar	Stephen Bryan Crain	SADAR 3D, Inc.	61/534,183	September 13, 2011
Imaging System Including Radar	Stephen Bryan Crain et al.	SADAR 3D, Inc.	61/578,042	December 20, 2011

SCHEDULE A

INTELLECTUAL PROPERTY

3. Trademarks and trademark applications

Title Description	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
SADAR	US	85/414,543	9/2/2011	N/A	N/A
SADAR 3D	US	85/436,829	9/30/2011	N/A	N/A
3D+	US	85/498,253	12/18/2011	N/A	N/A
3D2 (stylized)	US	85/498,257	12/18/2011	N/A	N/A
TRANSPARENT PHOTOGRAPHY	US	85/498,254	12/18/2011	N/A	N/A