



101436920

Tab settings 7.2700

To the Honorable Commissioner of Pate.

ached original documents or copy thereof.

1. Name of conveying party(ies):

Spectra Precision USA, Inc.

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

3. Nature of conveyance:

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

Execution Date: July 14, 2000

2. Name and address of receiving party(ies)

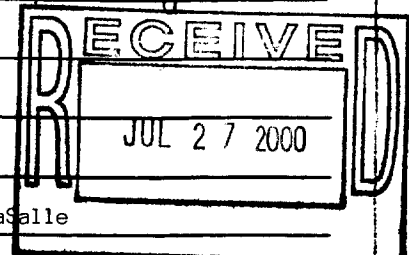
Name: ABN Amro Bank N.V. as agent

Internal Address: _____

Street Address: 208 S. LaSalle

City: Chicago State: IL ZIP: 60604

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



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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

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 W. Wacker

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 2,640

- 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)

08/17/2000 JJALLAH2 00000079 4393606

DO NOT USE THIS SPACE

01 FC:381

2640.00 00

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.

Laura Konrath

Name of Person Signing

[Signature]

Signature

7/27/00

Date

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

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

PATENT REEL: 010968 FRAME: 0193

Continuation
Item 4

EXHIBIT A

PATENTS

SPECTRA PRECISION USA, INC

UNITED STATES PATENTS:

Registration number

Excavator with Laser Position Indicator	4,393,606
Four-Way Valve with Internal Pilot	4,526,201
Surveying System	4,600,997
Grade Setting and Calibration Arrangement	4,629,321
Remote Indicator for a Laser Alignment System	4,653,910
Laser Beam Projection Device / Arrangement	4,654,856
Lighthouse Structure and Comp. Lens	4,662,707
Laser Alignment System with Modulated Field	4,674,870
Multiple Reference Laser Beam Apparatus	4,676,598
Detector Device for a Rotating Light Beam	4,676,634
Self-Leveling Transmitter for Laser Alignment Systems	4,679,937
Battery Holder for Electronic Apparatus	4,752,539
Laser Alignment System with Modulated Field	4,756,617
Self-Leveling Transmitter for Laser Alignment Systems	4,767,208
App. And Method for Providing Multi Beams	4,770,480
Multi-Paned Polygonal Lighthouse Assembly with Improved Corner Configuration	4,776,672
Apparatus for Detecting Position and Orientation of Reference Beam	4,786,178
Three Dimensional Laser Beam	4,830,489
Apparatus and Method for Projection of Light	4,836,669
Laser Control of Excavating Machine Digging Depth	4,888,890
Laser-Based Measurement System	4,895,440
Detection and Display Device	4,907,874
Level / Plumb Indicator with Tilt Compensation	4,912,851
Method for Automatic Depth Control for Earthmoving and Grading	4,914,593

24

Method for Automatic Depth Control for Earthmoving and Grading	4,918,608
Method for Automatic Depth Control for Earthmoving and Grading	4,924,374 .
Method and Apparatus for Controlling Motorgrader Cross Slope Cut	4,926,948
Projection of Two Orthogonal Reference Light Planes	4,971,440 .
Detection and Display Device	4,976,538
Laser Beam Measurement System	5,000,564 .
Pendulous Compensator for Light Beam Projector	5,033,848
Automatic Plumb and Level Tool	5,075,977 .
Three-Dimensional Position Sensing System	5,076,690
Method and Apparatus for Controlling the Slope of a Blade on a Motorgrader	5,078,215 .
Laser Beam Target	5,095,629
Method and Apparatus for Controlling the Blade of a Motorgrader	5,107,932 .
Two-Axis Leveling Instrument with Single Pendulum for Projecting a Level Laser Beam	5,108,177
Three-Dimensional Position Sensing System	5,137,354 .
Laser Beam Apparatus for Providing Multiple Reference Beams	5,144,486
Light Beam Deflecting Apparatus	5,166,831 .
Automatic Plumb and Level Tool with Acoustic Measuring Capability	5,182,863
Apparatus for Automatic Depth Control for Earthmoving and Grading	5,184,293 .
System for Leveling Workpieces	5,227,864
Method for Automatic Depth Control for Earthmoving and Grading	5,235,511 .
Adjustable Focus Technique and Apparatus Using a Movable Weak Lens	5,257,279
Automatic Plumb and Level Tool with Acoustic Measuring Capability	5,287,627 .

22

Method / Apparatus for Determining Position of a Retroreflective Element	5,301,005
AG Aircraft Guidance System Using the GPS	5,334,987 .
Adjustable Lens Assembly	5,335,244
Adjustable Focus Technique and Apparatus Using a Moveable Weak Lens	5,335,244 .
Earthmoving Apparatus & Method for Grading Land Providing Continuous Resurveying	5,375,663
Laser-Based Pipe Alignment Device and Method	5,426,507 .
Pipe Alignment Apparatus and Method Using Greenlight Focus Mechanism Using a Thin Diaphragm	5,465,493
System for adjusting the orientation of a plane of laser light	5,805,362 .
System for determining the position of a tool mounted on pivotable arm using a light source and reflectors	5,844,679
Self-aligning laser transmitter having a dual slope grade mechanism	5,848,485 .
Auto Focusing System for Laser Transmitter	5,852,493
Laser Beam Receiver Circuit	5,867,522 .
A Solution to Ghost Images from Reflective Targets as seen in Reflective Surfaces	5,886,776
Laser Transmitter Incorporating Target Dither	5,959,739 .
Position leveling sensor for a laser transmitter	5,977,534
Shock/Vibration Sensor	5,994,688 .
System and method for calibrating a laser transmitter	6,034,613
Solar Powered Laser Receiver Circuit (Self-Powered Laser Receiver)	6,043,874 .
System and method for aligning a laser transmitter	6,046,445
	6,055,046 ✓

SPECTRA PRECISION USA, INC

FOREIGN PATENTS:

NONE

20

GUARANTOR PATENT SECURITY AGREEMENT

This Patent 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 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 of the date hereof, among the Company, 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.

"Patents" 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 Patents or Licenses.

"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.

"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 patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit A hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) all rights under or interest in any patent license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, 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 Related Documents; and

(d) 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 Secured Creditors that:

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

3.2 Complete Listing. The Patents set forth on the exhibits hereto constitute, as of the date hereof, all registered Patents 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 Patents 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 Patents 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 Patents and Licenses pledged hereunder, or until the Secured Obligations have been indefeasibly paid in full, no commitment by the Administrative Agent or any Secured Creditor exists that could give rise to any Secured Obligations and 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 Patents pending as of the date hereof or thereafter until all Secured Obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions, as Grantor deems appropriate and (c) to preserve and maintain all rights in all applications to register material Patents. 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 Patents 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 Patents which it has or hereafter obtains and the registration numbers for such Patents 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 material Patent or the Grantor's right to register any material Patent.

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 Unmatured 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 Collateral 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 Secured Creditors 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 willful 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 SECURITY 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 any 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.

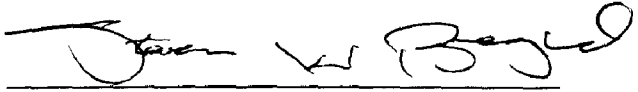
9.1 Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with the Credit Agreement.

9.2 Change in Address for Notices. The Grantor 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: _____

Spectra Precision USA, Inc.
Guarantor Patent Security
Agreement

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

Spectra Precision USA, Inc.
Guarantor Patent Security
Agreement

PATENT
REEL: 010968 FRAME: 0206

STATE OF BOSTON)
) SS:
COUNTY OF SUFFOLK)

The foregoing Patent Security 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.

Robin A. Curran
NOTARY PUBLIC

My Commission Expires: 1-17-2003

(SEAL)

EXHIBIT A

PATENTS

SPECTRA PRECISION USA, INC

UNITED STATES PATENTS:

Registration number

Excavator with Laser Position Indicator	4,393,606
Four-Way Valve with Internal Pilot	4,526,201
Surveying System	4,600,997
Grade Setting and Calibration Arrangement	4,629,321
Remote Indicator for a Laser Alignment System	4,653,910
Laser Beam Projection Device / Arrangement	4,654,856
Lighthouse Structure and Comp. Lens	4,662,707
Laser Alignment System with Modulated Field	4,674,870
Multiple Reference Laser Beam Apparatus	4,676,598
Detector Device for a Rotating Light Beam	4,676,634
Self-Leveling Transmitter for Laser Alignment Systems	4,679,937
Battery Holder for Electronic Apparatus	4,752,539
Laser Alignment System with Modulated Field	4,756,617
Self-Leveling Transmitter for Laser Alignment Systems	4,767,208
App. And Method for Providing Multi Beams	4,770,480
Multi-Paned Polygonal Lighthouse Assembly with Improved Corner Configuration	4,776,672
Apparatus for Detecting Position and Orientation of Reference Beam	4,786,178
Three Dimensional Laser Beam	4,830,489
Apparatus and Method for Projection of Light	4,836,669
Laser Control of Excavating Machine Digging Depth	4,888,890
Laser-Based Measurement System	4,895,440
Detection and Display Device	4,907,874
Level / Plumb Indicator with Tilt Compensation	4,912,851
Method for Automatic Depth Control for Earthmoving and Grading	4,914,593

24

Method for Automatic Depth Control for Earthmoving and Grading	4,918,608
Method for Automatic Depth Control for Earthmoving and Grading	4,924,374
Method and Apparatus for Controlling Motorgrader Cross Slope Cut	4,926,948
Projection of Two Orthogonal Reference Light Planes	4,971,440
Detection and Display Device	4,976,538
Laser Beam Measurement System	5,000,564
Pendulous Compensator for Light Beam Projector	5,033,848
Automatic Plumb and Level Tool	5,075,977
Three-Dimensional Position Sensing System	5,076,690
Method and Apparatus for Controlling the Slope of a Blade on a Motorgrader	5,078,215
Laser Beam Target	5,095,629
Method and Apparatus for Controlling the Blade of a Motorgrader	5,107,932
Two-Axis Leveling Instrument with Single Pendulum for Projecting a Level Laser Beam	5,108,177
Three-Dimensional Position Sensing System	5,137,354
Laser Beam Apparatus for Providing Multiple Reference Beams	5,144,486
Light Beam Deflecting Apparatus	5,166,831
Automatic Plumb and Level Tool with Acoustic Measuring Capability	5,182,863
Apparatus for Automatic Depth Control for Earthmoving and Grading	5,184,293
System for Leveling Workpieces	5,227,864
Method for Automatic Depth Control for Earthmoving and Grading	5,235,511
Adjustable Focus Technique and Apparatus Using a Movable Weak Lens	5,257,279
Automatic Plumb and Level Tool with Acoustic Measuring Capability	5,287,627

22

Method / Apparatus for Determining Position of a Retroreflective Element	5,301,005
AG Aircraft Guidance System Using the GPS	5,334,987 .
Adjustable Lens Assembly	5,335,244
Adjustable Focus Technique and Apparatus Using a Moveable Weak Lens	5,335,244 .
Earthmoving Apparatus & Method for Grading Land Providing Continuous Resurveying	5,375,663
Laser-Based Pipe Alignment Device and Method	5,426,507 .
Pipe Alignment Apparatus and Method Using Greenlight	5,465,493
Focus Mechanism Using a Thin Diaphragm	5,805,362 .
System for adjusting the orientation of a plane of laser light	5,844,679
System for determining the position of a tool mounted on pivotable arm using a light source and reflectors	5,848,485 .
Self-aligning laser transmitter having a dual slope grade mechanism	5,852,493
Auto Focusing System for Laser Transmitter	5,867,522 .
Laser Beam Receiver Circuit	5,886,776
A Solution to Ghost Images from Reflective Targets as seen in Reflective Surfaces	5,959,739 .
Laser Transmitter Incorporating Target Dither	5,977,534
Position leveling sensor for a laser transmitter	5,994,688 .
Shock/Vibration Sensor	6,034,613
System and method for calibrating a laser transmitter	6,043,874 .
Solar Powered Laser Receiver Circuit (Self-Powered Laser Receiver)	6,046,445
System and method for aligning a laser transmitter	6,055,046 ✓ .

SPECTRA PRECISION USA, INC

20

FOREIGN PATENTS:

NONE

WINSTON & STRAWN

200 PARK AVENUE
NEW YORK, NY 10166-4193

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

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

(312) 558-5600

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

FACSIMILE (312) 558-5700

INTER'S DIRECT DIAL NUMBER

(312) 558-6352

July 27, 2000

VIA FEDERAL EXPRESS.

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

Re: ABN AMRO Bank/Spectra Precision USA

Dear Commissioner:

Enclosed is a Guarantor Patent Security Agreement together with a check in the amount of \$2,640.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

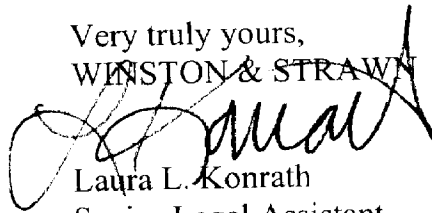
Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

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:kaj
Enclosures

RECORDED: 07/27/2000

PATENT
REEL: 010968 FRAME: 0211