

To The Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

2-1304

Laser Technology, Inc.
7070 South Tucson Way
Centennial, Colorado 80112

2. Name and address of receiving party(ies):

Name:

Kama-Tech Corporation
739 Design Court, Suite 503
Chula Vista, California 91911

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other -
☐ Change of address

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

Execution Date: 16 January 2004/20 January 2004

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)

09/883,677

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lawrence A. Maxham
Street Address: THE MAXHAM FIRM
Symphony Towers, 750 "B" Street, Suite 3100
City: San Diego, State: CA Zip: 92101-8196

6. Total number of applications and patents
involved: 1

7. Total fee (37 C.F.R. 3.41).....\$40.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number(for credit or extra
charge):

02-0460
(Attached duplicate copy of this page if paying by deposit account)

02/17/2004 BYTME 00000115 09083677

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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.*

Lawrence A. Maxham
Name of Person Signing

Lawrence A. Maxham
Signature

10 February 2004
Date

Total number of pages including cover sheet, attachments, and document: X 12

Mail documents to be recorded with required cover sheet information to:
MAIL STOP: ASSIGNMENT RECORDATION SERVICES, DIRECTOR OF THE U.S. PATENT AND
TRADEMARK OFFICE, P.O. BOX 1450, ALEXANDRIA, VA 22313-1450

**SECURITY AGREEMENT
PATENTS**

WHEREAS, Laser Technology, Inc., a Delaware corporation (the "Debtor") with its principal place of business at 7070 South Tucson Way, Centennial, Colorado 80112, is the owner of all rights, title and interest in and to the following issued patents, patent applications, and applications in process, U.S. and foreign, all collectively referred to as the "Patents":

Issued U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventors</u>
D390,483	02/10/98	COMPACT LASER-BASED DISTANCE MEASURING EQUIPMENT	Dunne et al.
5,291,262	03/01/94	LASER SURVEYING INSTRUMENT	Dunne
5,359,404	10/25/94	LASER-BASED SPEED MEASURING DEVICE	Dunne
5,521,696	05/28/96	LASER-BASED SPEED MEASURING DEVICE	Dunne
5,528,518	06/18/96	SYSTEM AND METHOD FOR COLLECTING DATA USED TO FORM A GEOGRAPHIC INFORMATION SYSTEM DATABASE	Bradshaw et al.
5,539,513	07/23/96	SYSTEM AND ASSOCIATED METHOD FOR DETERMINING AND TRANSMITTING POSITIONAL DATA UTILIZING OPTICAL SIGNALS	Dunne
5,574,552	11/12/96	SELF-CALIBRATING PRECISION TIMING CIRCUIT AND METHOD FOR A LASER RANGE FINDER	Dunne
5,612,779	03/18/97	AUTOMATIC NOISE THRESHOLD DETERMINING CIRCUIT AND METHOD FOR A LASER RANGE FINDER	Dunne
5,617,199	04/01/97	DEVICE, AND ASSOCIATED METHOD, FOR DETERMINING DISTANCES BETWEEN MOVING OBJECTS	Dunne

5,652,651	07/19/97	LASER RANGE FINDER HAVING SELECTABLE TARGET ACQUISITION CHARACTERISTICS AND RANGE MEASURING PRECISION	Dunne
5,696,705	12/09/97	SYSTEM AND METHOD FOR RECONSTRUCTION OF THE POSITION OF OBJECTS UTILIZING A SIGNAL TRANSMITTING AND RECEIVING DISTANCE DETERMINING DEVICE	Zykan
5,703,678	12/30/97	SELF-CALIBRATING PRECISION TIMING CIRCUIT AND METHOD FOR A LASER RANGE FINDER	Dunne
5,715,045	02/03/98	COUNTERMEASURE DETECTING CIRCUIT, AND ASSOCIATED METHOD, FOR A LASER SPEED DETECTING APPARATUS	Dunne
5,780,999	07/14/98	VOLTAGE CONVERSION CIRCUIT FOR A LASER BASED DISTANCE MEASUREMENT AND RANGING INSTRUMENT	Dunne
5,781,147	07/14/98	FOG PIERCING RANGING APPARATUS AND METHOD	Dunne et al.
5,790,244	08/04/98	PRE-BIASING TECHNIQUE FOR A TRANSISTOR BASED AVALANCHE CIRCUIT IN A LASER BASED DISTANCE MEASUREMENT AND RANGING INSTRUMENT	Dunne
5,806,020	09/08/98	LASER BASED SPEED AND ACCIDENT RECONSTRUCTION MEASURING APPARATUS AND METHOD	Zykan
5,859,693	01/12/99	MODULARIZED LASER-BASED SURVEY SYSTEM	Dunne et al.
5,880,821	03/09/99	SELF-CALIBRATING PRECISION TIMING CIRCUIT AND METHOD FOR A LASER RANGE FINDER	Dunne
5,889,583	03/30/99	DISTANCE MEASUREMENT AND RANGING INSTRUMENT HAVING A LIGHT EMITTING DIODE-BASED TRANSMITTER	Dunne
5,926,260	07/20/99	COMPACT LASER-BASED DISTANCE MEASURING APPARATUS	Miller et al.
5,938,717	08/17/99	SPEED DETECTION AND IMAGE	Andrews et al.

		CAPTURE SYSTEM FOR MOVING VEHICLES	
5,949,529	09/07/99	MODULARIZED LASER-BASED SURVEY SYSTEM	Dunne et al.
6,043,868	03/28/00	DISTANCE MEASUREMENT AND RANGING INSTRUMENT HAVING A LIGHT EMITTING DIODE-BASED TRANSMITTER	Dunne
6,055,490	04/25/00	APPARATUS AND METHOD FOR DETERMINING PRECISION REFLECTIVITY OF HIGHWAY SIGNS AND OTHER REFLECTIVE OBJECTS UTILIZING AN OPTICAL RANGE FINDER INSTRUMENT	Dunne
6,057,777	05/02/00	INDUSTRIAL POSITION SENSOR	Dunne et al.
6,057,910	05/02/00	SELF-CALIBRATING PRECISION TIMING CIRCUIT AND METHOD FOR A LASER RANGE FINDER	Dunne
6,064,330	05/16/00	FOG PIERCING RANGING APPARATUS AND METHOD	Miller et al.
6,073,352	06/13/00	LASER BOW SIGHT APPARATUS	Zykan et al.
6,144,308	11/07/00	TILT COMPENSATION APPARATUS AND METHOD FOR USE WITH A MONOPOD MOUNTED LASER RANGE FINDER APPARATUS	Dunne
6,212,480	04/03/01	APPARATUS AND METHOD FOR DETERMINING PRECISION REFLECTIVITY OF HIGHWAY SIGNS AND OTHER REFLECTIVE OBJECTS UTILIZING AN OPTICAL RANGE FINDER INSTRUMENT	Dunne
6,226,077	05/01/01	SELF-CALIBRATING PRECISION TIMING CIRCUIT AND METHOD FOR A LASER RANGE FINDER	Dunne
6,282,803	09/04/01	SELF CALIBRATION CIRCUIT FOR DETERMINING AN ACCURATE ZERO COMPENSATION FOR A FLUXGATE COMPASS	Dunne
6,377,186	04/23/02	INDUSTRIAL POSITION SENSOR	Dunne et al.
6,445,444	09/03/02	SELF-CALIBRATING PRECISION TIMING CIRCUIT AND METHOD FOR A LASER RANGE FINDER	Dunne

Pending U.S. Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventors</u>
09/812,228	03/19/01	COMPACT SPEED MEASUREMENT SYSTEM WITH ONSITE DIGITAL IMAGE CAPTURE, PROCESSING, AND PORTABLE DISPLAY	Frischman et al.
09/883,677	06/18/01	UPPER STEM DIAMETER MEASUREMENT AND BASAL AREA DETERMINATION DEVICE AND METHOD FOR UTILIZATION IN TIMBER CRUISING APPLICATIONS	Carr et al.
In process		COMPACT SPEED MEASUREMENT SYSTEM WITH ONSITE DIGITAL IMAGE CAPTURE, PROCESSING, AND PORTABLE DISPLAY	Clifford et al.

Issued Foreign Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>
EPO	0,776,458	11/07/01	SYSTEM AND ASSOCIATED METHOD FOR DETERMINING AND TRANSMITTING POSITIONAL DATA UTILIZING OPTICAL SIGNALS	Dunne
Singapore	45,799	08/21/01	DEVICE, AND ASSOCIATE METHOD, FOR DETERMINING DISTANCES BETWEEN MOVING OBJECTS	Dunne
Korea	278,806	10/24/00	LASER RANGE FINDER HAVING SELECTABLE TARGET ACQUISITION CHARACTERISTICS AND RANGE MEASURING PRECISION	Dunne
Australia	690,003	07/23/98	LASER RANGE FINDER HAVING SELECTABLE TARGET ACQUISITION CHARACTERISTICS AND RANGE MEASURING PRECISION	Dunne
Australia	714,599	04/20/00	COUNTERMEASURE	Dunne

			DETECTING CIRCUIT, AND ASSOCIATED METHOD, FOR A LASER SPEED DETECTING APPARATUS	
Australia	718,038	07/20/00	HIGH EFFECIENCY VOLTAGE CONVERSION CIRCUIT FOR A LASER BASED DISTANCE MEASUREMENT AND RANGING INSTRUMENT	Dunne
Australia	729,572	05/17/01	PRE-BIASING TECHNIQUE FOR A TRANSISTOR BASED AVALANCHE CIRCUIT	Dunne
Australia	729,605	05/24/01	LASER BASED SPEED AND ACCIDENT RECONSTRUCTION MEASURING APPARATUS AND METHOD	Zykan
Australia	729,740	05/24/01	COMPACT LASER-BASED DISTANCE MEASURING EQUIPMENT	Zykan et al.
Australia	735,001	10/11/01	MODULARIZED LASER-BASED SURVEY SYSTEM	Dunne et al.

Pending Foreign Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Title</u>	<u>Inventor</u>
Canada	2,203,278	11/29/95	LASER RANGE FINDER	Dunne
Canada	2,254,897	05/13/97	COUNTERMEASURE DETECTING CIRCUIT, AND ASSOCIATED METHOD, FOR A LASER SPEED DETECTING APPARATUS	Dunne
Canada	2,263,853	08/22/97	COMPACT LASER-BASED DISTANCE MEASURING EQUIPMENT	Zykan et al.
Canada	2,263,918	08/21/97	HIGH EFFICIENCY VOLTAGE COVERION CIRCUIT FOR A LASER BASED DISTANCE MEASUREMENT AND RANGING INSTRUMENT	Dunne
Canada	2,263,920	08/21/97	PRE-BIASING TECHNIQUE FOR A TRANSISTOR BASED AVALANCHE CIRCUIT	Dunne
Canada	2,288,128	04/15/98	LASER BASED SPEED AND ACCIDENT RECONSTRUCTION	Zykan

			MEASURING APPARATUS AND METHOD	
Canada	2,303,843	08/07/98	MODULARIZED LASER- BASED SURVEY SYSTEM	Zykan et al.
Canada	2,330,626	04/28/99	REMOTE SENSOR HEAD FOR LASER LEVEL MEASUREMENT DEVICES	Clifford
Canada	2,330,831	04/28/99	TILT COMPENSATION APPARATUS AND METHOD FOR USE WITH A MONOPOD MOUNTED LASER RANGE FINDER APPARATUS	Dunne
Canada	2,338,647	07/26/99	APPARATUS AND METHOD FOR DETERMINING PRECISION REFLECTIVITY OF HIGHWAY SIGNS AND OTHER REFLECTIVE OBJECTS UTILIZING AN OPTICAL RANGE FINDER INSTRUMENT	Dunne
Australia	35301/99	04/28/99	REMOTE SENSOR HEAD FOR LASER LEVEL MEASUREMENT DEVICES	Clifford
Japan	531812/97	02/20/97	SPEED DETECTION AND IMAGE CAPTURE SYSTEM FOR MOVING VEHICLES	Dunne et al.
EPO	97907861.5	02/20/97	SPEED DETECTION AND IMAGE CAPTURE SYSTEM FOR MOVING VEHICLES	Dunne et al.
EPO	97927619.3	05/13/97	COUNTERMEASURE CIRCUIT FOR A LASER SPEED DETECTOR	Dunne
Malaysia	PI9702073	05/13/97	SPEED DETECTION AND IMAGE CAPTURE SYSTEM FOR MOVING VEHICLES	Dunne et al.
Malaysia	PI9700826	02/28/97	SPEED DETECTION AND IMAGE CAPTURE SYSTEM FOR MOVING VEHICLES	Dunne et al.

WHEREAS, Kama-Tech Corporation, a California corporation ("Secured Party"), with an office located at 739 Design Court, Suite 503, Chula Vista, California 91911, has contemporaneously herewith entered into a Term Loan Agreement with Debtor, whereby

Secured Party has loaned and contracted to loan Debtor a certain aggregate sum of money as defined in the Term Loan Agreement; and

WHEREAS, Secured Party desires to obtain a security interest in the Patents in the amounts of money identified in the Term Loan Agreement in the event that such amounts of money are not paid in accordance with the terms of the Term Loan Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereafter, the parties agree as follows:

1. Debtor hereby grants to Secured Party a security interest in the Patents to secure the payment and other obligations of Debtor to Secured Party as set forth in the Term Loan Agreement (the "Obligation").

2. Subject to its good faith and reasonable judgment, Debtor hereby covenants that it will diligently prosecute all pending and to be filed patent applications, and pay the annuities and maintenance fees required to be paid on a timely basis in order to maintain, and prevent the revocation of, the Patents, which Debtor in its discretion reasonably deems necessary in connection with its business.

3. Subject to its good faith reasonable judgment, Debtor hereby covenants that during the continuation of this security interest it will participate, at its own expense, in any interferences, oppositions, or re-examination proceedings instituted by any third party in connection with the Patents, which Debtor in its discretion reasonably deems necessary in connection with its business.

4. Subject to its good faith reasonable judgment, Debtor covenants that during the continuation of this security interest, it will not disclaim any claims of the

Patents, or otherwise dedicate the same to the public, except to the extent that Debtor in its discretion reasonable deems such action necessary in connection with its business and in the normal pursuit of claims in any pending patent applications.

5. Debtor warrants that it is the sole owner of the Patents and covenants that the interests transferred herein are not subject to any prior or superior interest, that it is the owner of all rights hereby transferred, and is authorized to make this transfer. Debtor further covenants that during the continuation of this security interest, any sale, assignment, transfer, pledge, license, or other transfer of any interest in the Patents to any third party will be subordinate to the interests conveyed herein.

6. At such time as Debtor shall fail to timely pay the amounts of money identified in the Term Loan Agreement to Secured Party in accordance with the terms of the Term Loan Agreement, Secured Party will be entitled to sell the Patents in a commercially reasonable manner, following notice to Debtor of the date, time, place and manner of sale, given at least thirty days in advance of the sale date. Debtor will have the right, following such notice, to redeem its interest in the Patents by making payment in full of all amounts remaining to be paid under the Term Loan Agreement, together with any attorneys' fees and costs of sale incurred by Secured Party prior to redemption.

7. Concurrent with the execution of this Security Agreement, Secured Party will execute a Release document suitable for recording in the U.S. Patent and Trademark Office to give notice to the public that the security interest has been extinguished. This Release document will be maintained by The Maxham Firm at their offices. Upon timely payment of the amounts due under the Term Loan Agreement, or upon redemption of the security as provided in Paragraph 6 above, Debtor will cause this Release document to be

recorded. Prior to recording the Release document, The Maxham Firm will confirm with Secured Party that the debts have been paid. The cost of recording this Release document will be borne by Debtor.

8. a. Debtor authorizes Secured Party, in its sole discretion, without notice to Debtor, irrespective of any change in the financial condition of Debtor since the date hereof, and without affecting or impairing in any way the liability of Debtor or Secured Party's right to the Patents hereunder, from time to time (a) create new Obligations, and renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of any of the Obligations, including any increase or decrease in the rate of interest thereon; (b) take and hold other security for the payment of the Obligations and exchange, enforce, waive or release any such security; (c) apply such security to any of the Obligations and direct the order or manner of sale thereof; (d) purchase such security at public or private sale; (e) otherwise exercise any right or remedy it may have against any such security, including, without limitation, the right to foreclose upon any such security by judicial or non-judicial sale; (f) settle, compromise with, release or substitute any one or more makers, endorsers or guarantors of any of the Obligations.

b. Debtor waives (a) any right to require Secured Party to (i) proceed against or exhaust any security received from other parties, or (ii) pursue any other remedy in Secured Party's power whatsoever; (b) any defense resulting from the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Debtor against any security, whether resulting from an election by Secured Party to foreclose upon security by non-judicial sale, or otherwise; (c) any right to exoneration of

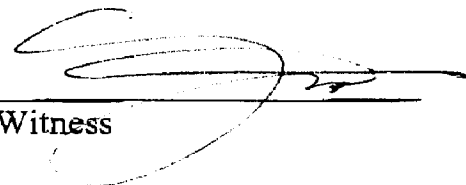
sureties which would otherwise be applicable; (d) any right of subrogation and, if there are any co-sureties, any right of contribution, any right to enforce any remedy which Secured Party has or may hereafter have, and any benefit of, and any right to participate in, any security now or hereafter received by Secured Party; and (e) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of the security interest created hereby, except as required by law, and of the existence, creation or incurring of new or additional Obligations.

9. Debtor hereby covenants to notify the Secured Party, within ten (10) days following the end of each calendar quarter, of any material events which have occurred with respect to the Patents, including, without limitation, any events described in Paragraphs 2 through 4 above. Debtor further covenants to execute any additional agreements, assignments, notices, filings, or documents reasonably required by Secured Party to obtain and maintain a perfected security interest in the Patents, and any U.S. or foreign patents issued to Debtor in the future, or to preserve and protect the Secured Party's rights hereunder.


EXECUTED as of 20th January 2004.

Secured Party:

Kama-Tech Corporation,
a California corporation



Witness

By: 

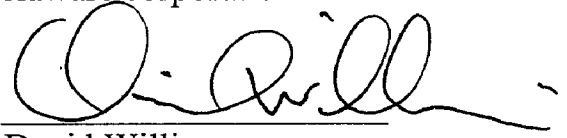
Masaki Kamakura
Executive Vice President

EXECUTED as of 16th January 2004.

Debtor:

Laser Technology, Inc.,
a Delaware corporation


Witness

By: 
David Williams
President