

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Novariant, Inc.	10/24/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	ORIX Venture Finance LLC
<b>Street Address:</b>	1600 Tysons Boulevard
<b>Internal Address:</b>	8th Floor
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102

**PROPERTY NUMBERS Total: 44**

Property Type	Number
Patent Number:	RE37256
Patent Number:	6570534
Patent Number:	6762714
Patent Number:	6643576
Patent Number:	6804587
Patent Number:	6882314
Patent Number:	7023381
Patent Number:	6880643
Patent Number:	6784830
Patent Number:	7027918
Application Number:	10789868
Application Number:	11190640
Application Number:	10836363
Application Number:	10837515

**CH \$1760.00 RE37256**

Application Number:	10837445
Application Number:	10835699
Application Number:	10903847
Application Number:	10909140
Application Number:	10909184
Application Number:	10909207
Application Number:	10909155
Application Number:	10909020
Application Number:	10909243
Application Number:	10909234
Application Number:	10909170
Application Number:	10916198
Application Number:	11051266
Application Number:	11134166
Application Number:	11051507
Application Number:	11051490
Application Number:	11051506
Application Number:	11106962
Application Number:	11193644
Application Number:	11371601
Application Number:	60660997
Application Number:	11232394
Application Number:	11108194
Application Number:	11108336
Application Number:	11108195
Application Number:	11198196
Application Number:	11315657
Application Number:	29251326
Application Number:	11332380
Application Number:	11360359

**CORRESPONDENCE DATA**

Fax Number: (202)842-7899

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2028427800

Email: pmelley@cooley.com

Correspondent Name: Cooley Godward Kronish LLP  
Address Line 1: The Bowen Building, 875 15th Street, NW  
Address Line 2: Suite 800  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-2221

ATTORNEY DOCKET NUMBER:

307038-103

NAME OF SUBMITTER:

C. Scott Talbot

Total Attachments: 5

source=SecurityAgreement#page1.tif

source=SecurityAgreement#page2.tif

source=SecurityAgreement#page3.tif

source=SecurityAgreement#page4.tif

source=SecurityAgreement#page5.tif

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)

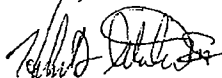
executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with 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.

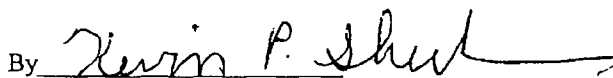


By Herbert Satterlee III  
Title President & CEO

Address of ORIX:

1600 Tysons Blvd., 8<sup>th</sup> Floor  
McLean, Virginia 22102

ORIX Venture Finance LLC



Kevin P. Sheehan,  
President and CEO

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>Issued Patents</b>		
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
<b>Pending Patent Applications</b>		
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

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

PA\831732.1  
1191271-900000  
10/25/06

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

PA\831732.1  
1191271-900000  
10/25/06