



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

1. Name of conveying party(ies): 2-13-04

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

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Delaware
- Other - _____

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

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

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of California
- Other - _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: 16 and 20 January 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,959,628
2,297,427

Additional numbers attached? Yes No

OPR/FINANCE
FEB 13 AM 10:38

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 registrations involved: 2

7. Total fee (37 C.F.R. 3.41).....\$65.00

- 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 BYRME 00000117 1959628

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

Lawrence A. Maxham
Name of Person Signing

Signature

10 February 2004
Date

Total number of pages including cover sheet, attachments, and document: X 6

Mail documents to be recorded with required cover sheet information to:
COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS
WASHINGTON, D.C. 20231

**SECURITY AGREEMENT
TRADEMARKS**

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 registered U.S. trademarks, collectively referred to as the "Trademarks":

Registered U.S. Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MARKSMAN	1,959,628	5 March 1996
MAPSTAR	2,297,427	7 December 1999

WHEREAS, Debtor has built up substantial goodwill in connection with the Trademarks; and

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 Trademarks 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, together with the goodwill as necessary and appropriate, in the Trademarks in order 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 pay for and file all appropriate renewals and continued use (Section 8 and 15) declarations and other documents as may be required on a timely basis in order to maintain, and prevent the revocation or cancellation of, the Trademarks, 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 cancellation proceedings instituted by any third party in connection with the Trademarks, which Debtor in its discretion reasonably deems necessary in connection with its business.

4. Debtor warrants that it is the sole owner of the Trademarks, that no other entity has the right to use the Trademarks in connection with the respective goods for which each mark is registered, 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 Trademarks to any third party will be subordinate to the interests conveyed herein.

5. 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 Trademarks, together with the goodwill therein, 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 Trademarks 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.

6. 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 5 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.

7. 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 Trademarks 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.

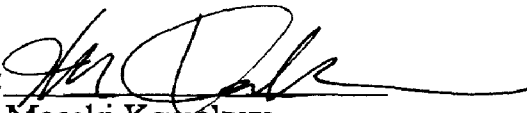
b. Debtor waives (a) any right to require Secured Party to (i) proceed against or exhaust any security received from other parties, or (ii) pursue any other remedy in Secured Party's power whatsoever; (b) any defense resulting from the absence, impairment or loss of any right of reimbursement or subrogation 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.

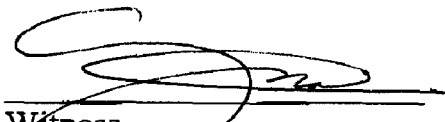
8. Debtor hereby covenants to notify the Secured Party, within ten (10) days following the end of each calendar quarter, of any material events which have occurred with respect to the Trademarks, including, without limitation, any events described in Paragraphs 2 and 3 above. Debtor further covenants 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 Trademarks, and any U.S. or foreign trademarks 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

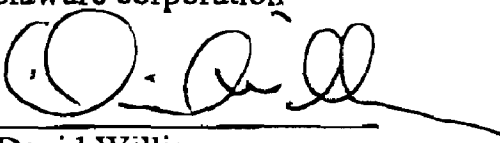
By: 
Masaki Kamakura
Executive Vice President



Witness

EXECUTED as of 16th January 2004.

Debtor:

Laser Technology, Inc.,
a Delaware corporation

By: 
David Williams
President


Witness