

MURD 10/15/02

10-18-2002



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RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Spectra Precision AB

10-15-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Sweden Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Asset Purchase Agreement

Execution Date: May 11, 2000

2. Name and address of receiving party(ies)

Name: Trimble Navigation Limited

Internal Address:

Address:

Street Address: 645 North Mary Avenue

City: Sunnyvale State: CA Zip: 94088

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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

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

A. Trademark Application No.(s)

75/321300

75/390551

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kimberly Gambrel

Internal Address:

Killworth Gottman Hagan & Schaeff, L.L.P.

One Dayton Centre

Street Address: One South Main Street, Suite 500

City: Dayton State: OH Zip: 45402

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Kimberly Gambrel

Name of Person Signing

Signature

October 7, 2002

Date

18

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

10/17/2002 6TON11 00000095 75321300

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 DP 25.00 DP

# ASSET PURCHASE AGREEMENT

This Agreement is made and entered into on May 11, 2000, by and between

Spectra Precision AB, reg. no. 556239-9305, a corporation organized and existing under the laws of Sweden (hereinafter referred to as the "Seller"),

and

Trimble Acquisition Corp., a corporation organized and existing under the laws of Delaware (hereinafter referred to as the "Purchaser"), on the other hand.

**CONFIDENTIAL**

## 1. STOCK AND ASSET PURCHASE AGREEMENT

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Stock and Asset Purchase Agreement dated May 11, 2000 between Spectra Physics Holdings USA, Inc., Spectra Precision AB and Spectra Precision Europe Holdings BV, and Trimble Acquisition Corp. (the "Stock and Asset Purchase Agreement"). Subject to the terms and conditions contained in this Agreement and in the Stock and Asset Purchase Agreement (i) the Seller agrees to sell, assign, transfer and deliver to the Purchaser all of the

Seller's right, title and interest in and to each of the SPAB Assets (as defined below), and Purchaser agrees to purchase such assets on the Closing Date and (ii) Purchaser agrees to assume the Assumed Liabilities (as defined below) on the Closing Date.

2. ASSETS TO BE ACQUIRED

At the Closing, the Seller hereby agrees to sell to the Purchaser, or to an Affiliate of Purchaser designated by Purchaser, and the Purchaser, or such Affiliate designated by the Purchaser, hereby agrees to acquire from the Seller, free and clear of Encumbrances (other than (i) as disclosed in Schedules 3.11, 3.12, 3.16(b) and 3.19 of the Disclosure Schedules and (ii) Permitted Encumbrances), the following assets and rights of the Seller used exclusively or primarily in the Business (hereinafter jointly referred to as the "SPAB Assets"):

**CONFIDENTIAL**

- (ii) the Seller's entire right, title and interest in and to the trademarks set forth in Exhibit 2(e)(ii) (the "Trademarks"),

**CONFIDENTIAL**

**C O N F I D E N T I A L**

**Pages 3 through 6 - CONFIDENTIAL**

This Agreement may be executed in two (2) or more copies, of which each party has taken a copy.

Stockholm, Sweden, May \_\_\_\_, 2000

**SPECTRA PRECISION AB**

**TRIMBLE ACQUISITION CORP.**

by: \_\_\_\_\_

by: Stan W. Boyd

title: \_\_\_\_\_

title: PRESIDENT & CEO

by: \_\_\_\_\_

title: \_\_\_\_\_

TRADOCS:1324897(s#@p04!.DOC)

This Agreement may be executed in two (2) or more copies, of which each party has taken a copy.

Stockholm, Sweden, May 11, 2000

**SPECTRA PRECISION AB**

by: *[Signature]*

title: PRESIDENT

by: *[Signature]*

title: board member

**TRIMBLE ACQUISITION CORP.**

by: \_\_\_\_\_

title: \_\_\_\_\_

TRADOCs:1324197(=#@p041.DOC)

**AMENDMENT TO  
ASSET PURCHASE AGREEMENT**

This Amendment ("Amendment") to the Asset Purchase Agreement ("Agreement") made and entered into on May 11, 2000, by and between

Spectra Precision AB, reg. no. 556239-9305, a corporation organized and existing under the laws of Sweden (hereinafter referred to as the "Seller"),

and

Trimble Acquisition Corp., a corporation organized and existing under the laws of Delaware (hereinafter referred to as the "Purchaser"), on the other hand.

is entered into on July 14, 2000.

**WHEREAS,** the parties hereto wish to amend the Agreement;

**NOW, THEREFORE,** in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Purchaser and the Seller hereby agree as follows:

**SECTION 1.** The definition of the term "Purchaser" is hereby amended to delete reference to TRIMBLE ACQUISITION CORP. and instead shall read "TRIMBLE NAVIGATION LIMITED, a California corporation."

**SECTION 2.** Defined terms used herein have the meaning ascribed to them in the Agreement. Except for the changes made herein, no other provisions of the Agreement are affected hereby and the Agreement, as hereby amended, remains in full force and effect.

This Amendment may be executed in two (2) or more copies, of which each party has taken a copy.

Stockholm, Sweden, July 14, 2000

**SPECTRA PRECISION AB**

**TRIMBLE ACQUISITION CORP.**

By: [Signature]  
Title: President

[Signature]  
Title:

By: [Signature]  
Title: Board Member

**ACCEPTANCE:**

The undersigned hereby agrees to assume all rights and all obligations of the Purchaser under the Agreement.

**TRIMBLE NAVIGATION LIMITED**

By: [Signature]  
Title: President

# List of Intellectual Rights

## “Trademarks”



**ALBIHNS**

International IP &amp; Law Offices

<b>STREKREDA</b>	U Malmquist	B Rosander
K Anders	U Moberg**	U Sirkussamen
M Andersson	F Nilsson	P Sörsohn
L Axel	B Olsson**	
H de Bellmond	K Palm	<b>NALIA</b>
S A Berg*	O Petri	B Andersson**
M G von Bergstrand*	T Rader	E Bergius
F Bjork	R Rogn	M Dackner
M Bratt	J Ström	M Eklöv
M Carlsson	B Stenroos	O Lindberg
F Egerius	J Stenström	M Mannerblom
H Fagerlin*	S Sjöberg	B Pettersson**
A Fahlström**	P Thomsen	V Rüter**
C Fahlström*	P Winblad*	F Swack*
M Lehninger		M Ågerman*
G Forsell*		
A Carlsson*	<b>ÖSTGÅRD</b>	
E Hjelm*	F Andersson*	<b>NORCHEN</b>
I Hellbom*	L-E Bengtsson**	M Carl*
T Hellberg*	G Bergqvist*	M Harrison*
K Melbyerksen	L Bergqvist**	P O'Reilly*
M Malmberg	J Brun	G Obrecht
J-O Malmberg*	S Ramsson	
M Johansson	P Faxell	<b>OF COUNSEL</b>
A Kländer	M Frödlund	C Eriksson*
L Knell	V Gustavsson*	S Hagström*
L O Kullerstrand*	M Högström	A P Kristensen*
S Lagman*	A Mossmark*	H Olsson*
E Larsson*	S Olsson**	B Rast*
A Lööf*	A Romare*	
Å Lettström*		
J Lind*		

FAX 753 24 64

10 sidor

Spectra Precision AB  
Box 64  
182 11 DANDERYD

Att. Lars Hall

\* European Patent Attorney  
\*\* European Trade Mark AttorneyVår ref.  
LIH

Er ref.

Stockholm  
11 april 2000

Era varumärkesärenden

Härmed översändes en förteckning på engelska över Ert varumärkesinnehav.

Med vänlig hälsning  
ALBIHNS PATENTBYRÅ STOCKHOLM ABLiisa Idänpään  
Assistent

Bilaga



11-Apr-2000

Status Report Trademarks - Client No. SE11631

CLIENT: Spectra Precision AB

TRADEMARK/CLASS	STATUS	APPL/REG.NO.	COUNTRY	APPLICANT	RENEWAL TERM	REFERENCE NO.
AUTOLOCK 9	Appl	1950394	Spain	GEOTRONICS AB		V58949
AUTOLOCK 9	Reg	2012169	Great Britain	GEOTRONICS AB	05-02-23	V58950
AUTOLOCK 9	Appl	74/638209	USA	GEOTRONICS AB		V58951
AUTOLOCK 9	Reg	326305	Sweden	GEOTRONICS AB	08-02-13	V58996
AUTOLOCK 9	Reg	457116	Canada	GEOTRONICS AB	11-05-03	V58997
AUTOLOCK 9	Reg	39508117	Germany	GEOTRONICS AB	05-02-28	V58998
AUTOLOCK 9	Reg	95/559922	France	GEOTRONICS AB	05-02-22	V58999
AUTOLOCK 9	Reg	724149	Italy	GEOTRONICS AB	05-02-24	V59000
MASSIMASTER 9	Reg	141428	Sweden	GEOTRONICS AB	02-12-08	V59032
MASSIMASTER 9	Reg	1209780	France	GEOTRONICS AB	02-07-20	V59033
GEODAT 9	Reg	1203162	France	GEOTRONICS AB	02-04-30	V58983

GEODAT 10	Reg	1116276	Japan	GEOTRONICS AB	05-04-14	V58987
GEODAT 9	Reg	140480	Sweden	GEOTRONICS AB	02-09-01	V59027
GEODAT 9	Reg	A257012	Australia	GEOTRONICS AB	07-03-23	V59028
GEODAT 9	Reg	989186	Great Britain	GEOTRONICS AB	07-03-20	V59029
GEODAT 9	Reg	279393	Italy	GEOTRONICS AB	02-05-08	V59030
GEODAT 9	Appl		Canada	SPECTRA PRECISION		V60381
GEODIMETER 9	Appl	660982	India	GEOTRONICS AB		V58955
GEODIMETER 9	Reg	007197519	Brazil	GEOTRONICS AB	00-08-10	V58984
GEODIMETER 10	Reg	1095087	Japan	GEOTRONICS AB	04-11-10	V58988
GEODIMETER 9	Reg	614798	USA	GEOTRONICS AB	05-10-25	V58991
GEODIMETER 9	Reg	950736	China	GEOTRONICS AB	07-02-20	V59012
GEODIMETER 9	Reg	183220	Canada	GEOTRONICS AB	02-05-19	V59049
GEODIMETER 9	Reg	A245.825	Australia	GEOTRONICS AB	08-02-03	V59052
GEODIMETER 9	Reg	135100	Sweden	GEOTRONICS AB	01-05-07	V59081

9	GEODIMETER	Reg	1607871	Argentina	GEO TRONICS AB	06-01-24	V59082
9	GEODIMETER	Reg	111357	Austria	GEO TRONICS AB	06-01-31	V59083
9	GEODIMETER device	Reg	2902186	Germany	GEO TRONICS AB	04-10-28	V59084
9	GEODIMETER	Reg	2568	Denmark	GEO TRONICS AB	01-09-24	V59085
9	GEODIMETER	Reg	1104485	Spain	GEO TRONICS AB	06-10-20	V59086
9	GEODIMETER	Reg	62763	Finland	GEO TRONICS AB	04-08-15	V59087
9	GEODIMETER	Reg	A1175236	Great Britain	GEO TRONICS AB	03-05-19	V59088
9	GEODIMETER	Reg	B1230585	Great Britain	GEO TRONICS AB	05-08-21	V59090
9	GEODIMETER	Reg	554497	Italy	GEO TRONICS AB	09-03-03	V59091
9	GEODIMETER	Reg	1556551	Japan	GEO TRONICS AB	02-06-23	V59092
9	GEODIMETER	Reg	1558552	Japan	GEO TRONICS AB	02-08-23	V59093
9	GEODIMETER	Reg	84313	Norway	GEO TRONICS AB	02-03-22	V59094
9	GEODIMETER (japanska tecken) device	Reg	1086088	Japan	GEO TRONICS AB	04-11-10	V59089

REFL: 002600 FRAME: 0962

GEODIMETRE 9	Reg	1579600	France	GEOTRONICS AB	V59088
GEODOLITE 9	Reg	1482684	Great Britain	GEOTRONICS AB	V58923
GEODOLITE 9	Reg	1765641	USA	GEOTRONICS AB	V58948
GEODOLITE 9	Appl	660981	India	GEOTRONICS AB	V58956
GEODOLITE 9	Reg	415025	Canada	GEOTRONICS AB	V58992
GEODOLITE 9	Reg	950717	China	GEOTRONICS AB	V59013
GEODOLITE 9	Reg	528447	Benelux	GEOTRONICS AB	V59066
GEODOLITE 9	Reg	1675297	Spain	GEOTRONICS AB	V59067
GEODOLITE 9	Reg	1724236	France	GEOTRONICS AB	V59088
GEODOLITE 10	Reg	2708114	Japan	GEOTRONICS AB	V59070
GEODOLITE 9	Reg	138981	Sweden	GEOTRONICS AB	V59021
GEODOLITE 9	Reg	A256535	Australia	GEOTRONICS AB	V59022
GEODOLITE 9	Reg	1198068	France	GEOTRONICS AB	V59023
GEODOLITE 9	Reg	988486	Great Britain	GEOTRONICS AB	V59024

GEOPLANE 8	Reg	639294	Italy	GEOTRONICS AB	02-03-16	V59025
GEOTRACER 9	Appl	660980	India	GEOTRONICS AB		V58957
GEOTRACER 9	Reg	49994	The Philippines	GEOTRONICS AB	11-02-19	V58985
GEOTRACER 9	Reg	950719	China	GEOTRONICS AB	07-02-20	V59014
GEOTRACER 8	Reg	152250	Sweden	GEOTRONICS AB	05-08-01	V59034
GEOTRACER 9	Reg	A511685	Australia	GEOTRONICS AB	06-05-30	V59036
GEOTRACER	Reg	394209	Canada	GEOTRONICS AB	07-02-14	V59037
GEOTRACER 8	Reg	3807-1990	Denmark	GEOTRONICS AB	00-06-15	V59039
GEOTRACER 9	Reg	113272	Finland	GEOTRONICS AB	01-08-20	V59040
GEOTRACER 9	Reg	1387835	Great Britain	GEOTRONICS AB	06-08-22	V59042
GEOTRACER 9	Reg	2392904	Japan	GEOTRONICS AB	01-10-01	V59044
GEOTRACER 9	Reg	2722908	Japan	GEOTRONICS AB	07-03-05	V59045
GEOTRACER 9	Reg	142332	Norway	GEOTRONICS AB	00-08-02	V59046
GEOTRACER	Reg	1866209	USA	GEOTRONICS AB	04-12-06	V59047

TRADE MARK

GEOTRONICS device	Reg	304332	Sweden	GEOTRONICS AB	05-09-08	V58895
S INTEGRATED SURVEYING device	Reg	4108203	Japan	GEOTRONICS AB	08-01-30	V58952
S INTEGRATED SURVEYING device	Appl	7-59510	Japan	GEOTRONICS AB		V58954
S INTEGRATED SURVEYING device	Reg	314957	Sweden	GEOTRONICS AB	06-07-12	V59001
S INTEGRATED SURVEYING device	Reg	39512502	Germany	GEOTRONICS AB	05-03-31	V59003
S INTEGRATED SURVEYING device	Reg	1957899	Spain	GEOTRONICS AB	05-04-03	V59004
S INTEGRATED SURVEYING device	Reg	1957900	Spain	GEOTRONICS AB	05-04-03	V59005
S INTEGRATED SURVEYING device	Reg	1957898	Spain	GEOTRONICS AB	05-04-03	V59006
S INTEGRATED SURVEYING device	Reg	95/562951	France	GEOTRONICS AB	05-03-14	V59007
S INTEGRATED SURVEYING device	Reg	2014529	Great Britain	GEOTRONICS AB	05-03-16	V59008
S INTEGRATED SURVEYING device	Reg	725423	Italy	GEOTRONICS AB	05-03-31	V59009
S INTEGRATED SURVEYING device	Reg	4083735	Japan	GEOTRONICS AB	07-05-21	V59010
S INTEGRATED SURVEYING device	Reg	2133642	USA	GEOTRONICS AB	08-02-03	V59011

TRAFIK  
 TRADE MARK  
 002600 FRAME: 0965

IS INTEGRATED SURVEYING device	Reg	468839	Canada	GEOTRONICS AB	12-01-15	V59018
PRISMASYMBOL device	Reg	2004050	Japan	GEOTRONICS AB		V58947
PRISMASYMBOL device	Appl	660983	India	GEOTRONICS AB		V58958
PRISMASYMBOL device	Reg	1267340	France	GEOTRONICS AB	04-03-29	V58986
PRISMASYMBOL device	Reg	1323024	USA	GEOTRONICS AB	05-03-05	V58990
PRISMASYMBOL device	Reg	950705	China	GEOTRONICS AB	07-02-20	V59015
PRISMASYMBOL device	Reg	1216124	Great Britain	GEOTRONICS AB	05-04-04	V59048
PRISMASYMBOL device	Reg	311533	Canada	GEOTRONICS AB	01-02-21	V59050
PRISMASYMBOL device	Reg	2215118	Japan	GEOTRONICS AB	10-02-23	V59072
PRISMASYMBOL device	Reg	1954480	Japan	GEOTRONICS AB	06-11-29	V59073
PRISMASYMBOL device	Reg	694544	Italy	GEOTRONICS AB	04-04-04	V59074
PRISMASYMBOL device	Reg	167480	Sweden	SPECTRA PRECISION	09-04-27	V59075
PRISMASYMBOL device	Reg	1084823	Germany	GEOTRONICS AB	04-04-11	V59076
PRISMASYMBOL device	Reg	A406302	Australia	GEOTRONICS AB	05-04-04	V59077



SP device 3, 38, 41, 42	Reg	335243	Sweden	SPECTRA PRECISION	10-03-03	V58960
SP device 3, 38, 41, 42	Appl	75/382028	USA	SPECTRA PRECISION		V58968
SP SPECTRA PRECISION device 3, 38, 41, 42	Appl	97-05065	Sweden	SPECTRA PRECISION		V58969
SPECTRA PRECISION 3, 38, 42	Appl	75/390,551	USA	SPECTRA PRECISION		V58961
SPECTRA PRECISION device 3, 38, 41, 42	Appl	75/321300	USA	SPECTRA PRECISION		V58962
SPECTRA PRECISION device 3, 38, 41, 42	Reg	736457	Australia	GEOTRONICS AB	07-06-10	V58971
SPECTRA PRECISION 3, 38, 41, 42	Appl	97-09002	Sweden	SPECTRA PRECISION		V58981
SPECTRA PRECISION device 3, 38, 41, 42	Reg	39748968	Germany	SPECTRA PRECISION	07-10-31	V58016
SPECTRA PRECISION B	Reg	39744062	Germany	GEOTRONICS AB	07-09-30	V59017
SPECTRA PRECISION device 3, 38, 41, 42	Reg	675421	Madrid Protocol	SPECTRA PRECISION	07-05-30	V59155
SPECTRA PRECISION device B	Appl	849487	Canada	GEOTRONICS AB		V58972
SPECTRA PRECISION device 3, 38, 41, 42	Reg	97/680522	France	GEOTRONICS AB	07-06-02	V58973
SPECTRA PRECISION device B	Appl	755778	India	GEOTRONICS AB		V58974
SPECTRA PRECISION device	Appl	MI97C005391	Italy	GEOTRONICS AB		V58975

9, 38, 41, 42	SPECTRA PRECISION device	Reg	4268673	Japan	GEOTRONICS AB	09-04-30	V58976
9, 38, 41, 42	TRACKLIGHT	Reg	179962	Sweden	GEOTRONICS AB	02-02-05	V59054
9	TRACKLIGHT	Reg	1399033	USA	GEOTRONICS AB	08-08-24	V59055
9	TRACKLIGHT	Reg	1908259	USA	GEOTRONICS AB	05-08-01	V59056
9	UNICOM	Reg	226223	Sweden	GEOTRONICS AB	01-09-06	V59057