02-06-2003 Form PTO-1594 U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) 102358219 Tab settings ⇒⇒⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2-3-03 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Spectra Precision AB Trimble Navigation Limited Address:\_\_\_P.O. Box 64 Individual(s) Association Street Address: General Partnership Limited Partnership State: Sweden City: Danderyd Corporation-State California Other Nullification of previously Individual(s) citizenship\_ recorded document at Reel/Frame 00250070951 Association\_ Additional name(s) of conveying party(ies) attached? Tyes No General Partnership 3. Nature of conveyance: Limited Partnership ☐ Assignment ☐ Merger Corporation-State Sweden Security Agreement Change of Name Other\_ If assignee is not domiciled in the United States, a domestic Other
 ■ representative designation is attached: 🗣 Yes 🦠 No (Designations must be a separate document from assignment)
Additional name(s) & address( es) attached? Yes No Execution Date: 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 75/321300 75/390551 Additional number(s) attached Yes X No 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: ..... Name: Kimberly Gambrel 7. Total fee (37 CFR 3.41).....\$\_\_\_ Internal Address:\_\_\_\_\_ Enclosed Killworth Gottman Hagan & Schaeff, LLP Authorized to be charged to deposit account Street Address: One South Main Street, Suite 500 8. Deposit account number: One Dayton Centre \_ Zip: 45402 City: Dayton State: OH (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

02/05/2003 TDIAZ1 00000035 75321300

FC:8521 02 FC:8522 40.00 OP

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

Washington, D.C. 20231

02/03/2003

Date

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## 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.



### 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

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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 <u>Schedules 3.11</u>, 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"):



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

# CONFIDENTIAL

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# CONFIDENTIAL

Pages 3 through 6 - CONFIDENTIAL

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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.
oy:	by: Jan W By
itle:	title: Paeniceur & Ceo
py:	
itle:	

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

TRIMBLE ACQUISITION CORP.

title:

title: PRESIDENT

1 1

title: barro member

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#### AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment ("Amendment") to the Asset Furchase 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 (hereinofter referred to as the "Purchaser"), on the other hand.

is entered into on July 14, 2000.

the parties hereto wish to amend the Agreement; WHEREAS.

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 "I'urchaser" is hereby amended to delete reference to TRIMBLE ACQUISITION CORP. and instead shall read "TRIMBLE NAVIGATION LIMITED, a California corporation."

SECTION 2. Defined forms 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

TRIMBLE ACQUISITION CORP.

Title: President

Title: Board Monther

#### ACCEPTANCE:

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

**Anders Rhodin** 

00-04-13



# List of Intellectual Rights "Trademarks"

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