

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"):

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

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

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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.

by: _____

by: Jan 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

TRIMBLE ACQUISITION CORP.

by: *[Signature]*

by: _____

title: PRESIDENT

title: _____

by: *[Signature]*

title: board member

TRADOCs:1324897(#@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

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List of Intellectual Rights

“Trademarks”