

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The xyz's of GPS, Inc.		02/14/2006	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Trimble Navigation Limited		
Street Address:	935 Stewart Drive		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1993192	XYZ'S OF GPS	
Registration Number:	2619016	MICROMANAGER	
Serial Number:	78743966	CHARISMA	
CORRESPONDENCE DATA			
Fax Number:	(937)449-6405		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	937-449-6400		
Email:	sherrie.hilty@dinslaw.com		
Correspondent Name:	Kimberly Gambrel		
Address Line 1:	One South Main Street, One Dayton Centre		
Address Line 2:	Suite 1300		
Address Line 4:	Dayton, OHIO 45402		
ATTORNEY DOCKET NUMBER:	32362.643		
NAME OF SUBMITTER:	Kimberly Gambrel		

OP \$90.00 1993192

Signature:

/Kimberly Gambrel/

Date:

08/10/2006

Total Attachments: 5

source=XYZ'S Assignment#page1.tif

source=XYZ'S Assignment#page2.tif

source=XYZ'S Assignment#page3.tif

source=XYZ'S Assignment#page4.tif

source=XYZ'S Assignment#page5.tif

ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 14th day of February, 2006, by and between The xyz's of GPS, Inc., a Maryland corporation ("Assignor"), and Trimble Navigation Limited, a California corporation ("Assignee").

RECITALS

A. Assignor, Assignee, Benjamin Remondi and Sara Beckstrand are parties to that certain Asset Purchase Agreement dated as of December 23, 2005 (the "Purchase Agreement"), pursuant to which Assignor has agreed to convey to Assignee certain Acquired Assets, as defined in the Purchase Agreement (capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement).

B. The Acquired Assets include certain items of Registered Intellectual Property.

C. In accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in and to (i) the Seller Registered Intellectual Property, and (ii) all goodwill of the business associated with the foregoing Intellectual Property.

ASSIGNMENT

NOW, THEREFORE, in exchange for the consideration set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in and to:

(a) the Registered Intellectual Property specified on Schedule 1 attached hereto.

(b) the goodwill of the business associated with any Intellectual Property identified in above; and

(c) all rights to sue for infringement of any Intellectual Property identified above, whether arising prior to or subsequent to the date of this Assignment, and any and all continuations, divisions, reissues, renewals and extensions of any Intellectual Property that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States or in any other jurisdiction.

2. The foregoing assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

3. Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of California without reference to its choice of law rules.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

6. The terms of the Purchase Agreement are incorporated herein by reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date first above written.

[Signature page follows]

ASSIGNOR:

The xyz's of GPS, Inc.

By: Benjamin W Remond

ASSIGNEE:

TRIMBLE NAVIGATION LIMITED

By: _____

190341.03-Palo Alto Server 1A - MSW

ASSIGNOR:

The xyz's of GPS, Inc.

By: _____

ASSIGNEE:

TRIMBLE NAVIGATION LIMITED

By: 
VICE PRESIDENT

SCHEDULE 1

Seller Registered Intellectual Property

Trademark	Registration No./ (Serial No.)	Registration Date/ (Filing Date)
XYZ's of GPS	1,993,192	August 13, 1996
MicroManager	2,619,016	September 10, 2002
Charisma	(78/743,966)	(October 31, 2005)