

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UAI, Inc.		11/08/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Trimble Navigation Limited
<b>Street Address:</b>	935 Stewart Drive
<b>City:</b>	Sunnyvale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94085
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2809604	CITYCENTER
Registration Number:	3022292	E-INCIDENTTRACKER
Registration Number:	2678280	UAI
Registration Number:	2700458	UAI
Registration Number:	2979261	UAI ONELINK
Registration Number:	2700560	UTILIMATION
Registration Number:	2728889	UTILITYCENTER
Serial Number:	78133692	DIGITALCITY
Serial Number:	77294789	UATRACKER
Serial Number:	77294857	VIRTUALJAIL
Serial Number:	77294826	UASECURECITY

**CORRESPONDENCE DATA**

Fax Number: (937)449-6405

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900108977**

**TRADEMARK  
 REEL: 003796 FRAME: 0044**

OP \$290.00 2809604

Phone: 937-449-6400  
Email: sherrie.hilty@dinslaw.com  
Correspondent Name: Kimberly Gambrel, Dinsmore & Shohl LLP  
Address Line 1: One South Main Street, One Dayton Centre  
Address Line 2: Suite 1300  
Address Line 4: Dayton, OHIO 45402

ATTORNEY DOCKET NUMBER:	SPC0700T5
NAME OF SUBMITTER:	Kimberly Gambrel
Signature:	/Kimberly Gambrel/
Date:	06/16/2008

**Total Attachments: 13**

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## ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

This ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY (this "Assignment") is made as of the 8th day of November, 2007, by and between UAI, Inc., a Delaware corporation ("Assignor"), and Trimble Navigation Limited, a California corporation ("Assignee").

### RECITALS

WHEREAS, Assignor, Assignee and S.K. Chauhan ("Principal Shareholder") are parties to that certain Asset Purchase Agreement dated as of October 24, 2007 (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).

WHEREAS, the Acquired Assets include certain items of Registered Intellectual Property.

WHEREAS, 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 Utility 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 and sufficiency of which are 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 Seller Registered Intellectual Property, other than any Excluded Asset;
- (b) the goodwill of the Utility Business associated with any Intellectual Property identified 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.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Registered Intellectual Property to be executed as of the date first written above.

**ASSIGNOR:**

UAI, INC.

By: \_\_\_\_\_

Name: S. K. Chauhan

Title: President

**ASSIGNEE:**

TRIMBLE NAVIGATION LIMITED

By:  \_\_\_\_\_

Name: Irwin Kwatek

Title: Vice President and General Counsel

**DISCLOSURE SCHEDULE**

to

**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**TRIMBLE NAVIGATION LIMITED,**

**UAI, INC.,**

**AND**

**S. K. CHAUHAN**

**OCTOBER 24, 2007**

**AS AMENDED ON NOVEMBER 8, 2007**

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**SECTION 4.12(b)**  
**of Disclosure Schedule**  
**to**  
**ASSET PURCHASE AGREEMENT**  
**dated as of October 24, 2007, by and among**  
**TRIMBLE NAVIGATION LIMITED, UAI, INC., and S.K. CHAUHAN**

**REGISTERED INTELLECTUAL PROPERTY**

- Please see the attached spreadsheets.
  
- For purposes of the Patent Application #10/440089 described in Section 2.1(b) hereof, pursuant to their executed Nondisclosure and Assignment of Developments Agreements, all inventors have assigned all right and title to Seller. Seller filed these Nondisclosure and Assignment Development Agreements with the PTO and is awaiting notice from the PTO that the Patent Application has been assigned.

**REGISTERED MARKS:**

LFSP File #	Mark	App. #	Status	Comments/Filing Deadlines	Jurisdiction
012191-05	CITYCENTER (Block Letter)	2,809,604	Registered	Registered January 27, 2004; Section 8 affidavit due January 27, 2010	US Federal
01-2191-27	E-INCIDENTTRACKER (Block Letter)	3,022,292	Registered	Registered November 29, 2005; Section 8 affidavit due November 29, 2011	US Federal
01-2191-01	UAI (Block Letter)	2,678,280	Registered	Registered January 21, 2003; Section 8 affidavit due January 21, 2009	US Federal
01-2191-02	UAI (Stylized) with Globe Design	2,700,458	Registered	Registered March 25, 2003; Section 8 affidavit due March 25, 2009	US Federal
01-2191-20	UAI ONELINK (Block Letter)	2,979,261	Registered	Registered July 26, 2005; Section 8 affidavit due July 26, 2009	US Federal
01-2191-09	UTILIMATION (Block Letter)	2,700,560	Registered	Registered March 25, 2003; Section 8 affidavit due March 25, 2009	US Federal
01-2191-03	UTILITYCENTER (Block Letter)	2,758,889	Registered	Registered June 24, 2003; Section 8 affidavit due June 24, 2009	US Federal

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PENDING APPLICATIONS

LFSP File #	Mark	App. #	Status	Comments/Filing Deadlines	Jurisdiction
01-2191-22	DIGITAL DASHBOARD (Block Letter)	78/562424	Will go abandoned shortly	Missed deadline for extension request on March 14, 2007	US Federal
01-2191-06	DIGITALCITY (Block Letter)	78/133692	Extension of time #1 or Statement of Use needed	September 27, 2007	US Federal
01-2191-26	ECITY (Block Letter)	78/503026	Pending	Response to office action #2 sent March 8, 2007	US Federal
01-2191-10	SMARTCITY (Block Letter)	78/140384	Will go abandoned shortly	Missed final SOU - March 9, 2007	US Federal
01-2191-16	THE UAI CITYCENTER	78/257054	Will be abandoned soon	Missed deadline for SOU on June 29, 2007	US Federal
01-2191-23	UAEYE (Block Letter)	78/420954	Will go abandoned shortly	Missed deadline of June 21, 2006 to file statement of use	US Federal
Not handled by LFSP	uaTracker	77/294789	Pending	Application filed October 3, 2007.	US Federal
Not handled by LFSP	VirtualMail	77/294857	Pending	Application filed October 3, 2007.	US Federal
Not handled by LFSP	uaSecurity	77/294826	Pending	Application filed October 3, 2007.	US Federal

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Copyrights

Registration#	Title	Description	Note	Created	Jurisdiction
TX-5-059-786	Module UA-field of Utility Automation Integrators Suite 2000	Computer Program	Printout only deposited	Created: 1999 Published: 7-12-99 Registered: 8-13-99	US Federal
TX-5-274-775	Module uaView of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-776	Module uaNetView of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-777	Module uaEdit of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-778	Module uaNetCall of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-779	Module uaNetReports of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-780	Module uaField of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal

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Registration#	Title	Description	Note	Created	Jurisdiction
TX-5-274-781	Module uaObjects of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-782	Module uaNetDispatch of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-783	Module uaNetWorkorder of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal
TX-5-274-784	Module uaDispatch of utility solution 2000	Computer Program	Printout only deposited	Created: 1999 Published: 1-10-00 Registered: 5-31-00	US Federal

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**PATENT APPLICATIONS**

Patent Application #	Title	Status	Comments/Filing Deadlines	Jurisdiction
10/440,089 (US)	Automated Utility Supply Management System Integrating Data Sources Including Geographic Information Systems (GIS) Data (Chauhan et al.)	Pending		US Federal

**WEBSITE ADDRESSES**

Acct. Number: 22642433 (Account with NetworkSolutions)	Web Address: uaintegrators.com	Registered and owned by UAI	Registered until August 13, 2008	
Account with Dotster (No account number)	Web Address: uai.com	Registered and owned by S.K. Chauhan	Registered until July 1, 2012	

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