

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
Tru-Count, Inc.		10/30/2008	CORPORATION: IOWA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3440051	TRU COUNT AIR CLUTCH	
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:	kathy.adams@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 45402-2023		
ATTORNEY DOCKET NUMBER:	SPC 0760 TA/32362.837		
NAME OF SUBMITTER:	Kimberly Gambrel		
Signature:	/Kimberly Gambrel/		
Date:	01/09/2009		

OP \$40.00 3440051

Total Attachments: 5

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ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

This ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY (this "Assignment") is made as of the 30th day of October, 2008, by and between Tru-Count, Inc., an Iowa corporation ("Assignor"), and Trimble Navigation Limited, a California corporation ("Assignee").

RECITALS

WHEREAS, Assignor, Assignee and Jeff Dillman ("Sole Shareholder") are parties to that certain Asset Purchase Agreement dated as of October 20, 2008 (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 (including, but not necessarily limited to, that Seller Registered Intellectual Property identified in Exhibit A hereto), 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 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 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. To the extent applicable law does not provide for the possibility to assign and transfer title to any of the foregoing Intellectual Property and related rights as a matter of law due to the specific type and nature of such Intellectual Property or related right, Assignor hereby grants to Assignee an irrevocable, unlimited, exclusive, perpetual, worldwide, royalty-free, transferable, fully paid license under such Intellectual Property or related right, with the right to sublicense through multiple tiers of sublicensing, to use, make, have made, develop, have developed, sell, offer to sell, import, distribute, modify, display, reproduce and otherwise exploit any product or technology, and Assignee hereby accepts such license.

4. 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. In the event that Assignor is unable or unwilling to fully perform its obligations under this Section 4, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Intellectual Property and related rights assigned to Assignee hereunder.

5. 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.


6. 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.

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

ASSIGNOR:

TRU-COUNT, INC.

By: 

Name: Jeff Dillman

Title: President

ASSIGNEE:

TRIMBLE NAVIGATION LIMITED

By: _____

Name: James A. Kirkland

Title: Vice President, General Counsel

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:

TRU-COUNT, INC.

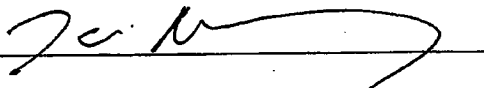
By: _____

Name: Jeff Dillman

Title: President

ASSIGNEE:

TRIMBLE NAVIGATION LIMITED

By:  _____

Name: James A. Kirkland

Title: Vice President, General Counsel

EXHIBIT A

1. Patents

a. Actuating Device for a Drive Arrangement

- i. U.S. Patent No. 7,374,029 – Issued May 20, 2008
- ii. U.S. Patent No. 7,374,030 – Issued May 20, 2008
- iii. U.S. Patent Application Serial No. 11/969,953 – Filed January 7, 2008
- iv. U.S. Patent Application Serial No. 12/029,137 – Filed February 11, 2008

b. Planter Assembly With Selectively Actuated Output

- i. U.S. Patent Application Serial No. 12/110,469 – Filed April 28, 2008

c. Pneumatically Actuated Clutch

- i. U.S. Patent Application Serial No. 11/306,654 – Filed January 5, 2006
- ii. U.S. Patent Application Serial No. 11/617,853 – Filed December 29, 2006
- iii. Canadian Patent Application Serial No. PCT/US07/060160 – Filed January 5, 2007
- iv. WIPO Patent Application Serial No. PCT/USO7/060160 – Filed January 5, 2007
- v. Argentina Patent Application Serial No. P 07 01 05994 – Filed December 28, 2007.
- vi. WIPO Patent Application Serial No. PCT/US07/089083 – Filed December 28, 2007

2. Trademarks

- a. **TruCount Air Clutch** – U.S. Trademark Reg. No. 3,440,051