

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/04/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tripod Data Systems, Inc.		03/23/2009	CORPORATION: OREGON
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	
Serial Number:	77603024	YUMA	
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, 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 0737 TA/32362.829		
NAME OF SUBMITTER:	Kimberly Gambrel		
Signature:	/Kimberly Gambrel/		

OP \$40.00 77603024

Date:

05/12/2009

Total Attachments: 7

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Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone:(503)986-2200
Fax:(503)378-4381
www.filinginoregon.com

TRIMBLE NAVIGATION LIMITED
935 STEWART DR
SUNNYVALE CA 94085

Acknowledgement Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed below. A copy of the filed documentation may be ordered for a fee of \$5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document	Filed On	Effective Date		
ARTICLES OF MERGER	03/26/2009	04/04/2009		
Name of Survivor	Reg. No.	Type	Juris	
TRIMBLE NAVIGATION LIMITED	580346-96	FGN BUS CORP	CA	
Name(s) of Non Survivor(s)	Reg. No.	Type	Juris	
TRIPOD DATA SYSTEMS, INC.	088197-81	DOM BUS CORP	OR	

SALPOO
ACK_M-S
03/26/2009

TRADEMARK
REEL: 003985 FRAME: 0406



Phone: (503) 886-2200
 Fax: (503) 378-4381

Secretary of State
 Corporation Division
 255 Capitol St. NE, Suite 151
 Salem, OR 97310-1327
 FilingInOregon.com

Check the appropriate box below:
 MULTI ENTITY MERGER
 (Complete only 1, 2, 3, 4, 10, 11)
 FOR PARENT AND 90% OWNED SUBSIDIARY
 WITHOUT SHAREHOLDER APPROVAL
 (Complete only 5, 6, 7, 8, 9, 10, 11)

Articles of Merger

FILED

MAR 26 2009

OREGON
 SECRETARY OF STATE

SURVIVOR
 REGISTRY NUMBER: 580346-96

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.
 We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

For office use only

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE

NAME	TYPE	REGISTRY NUMBER

2) NAME AND TYPE OF THE SURVIVING ENTITY

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED. See ORS 60.481(2)

4) THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER.

A copy of the vote required by each entity is attached.

FOR PARENT AND 90% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

5) NAME OF PARENT CORPORATION TRIMBLE NAVIGATION LIMITED

Oregon Registry Number 580346-96

6) NAME OF SUBSIDIARY CORPORATION TRIPOD DATA SYSTEMS, INC.

Oregon Registry Number 088197-81

7) NAME OF SURVIVING CORPORATION TRIMBLE NAVIGATION LIMITED

8) COPY OF PLAN

A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached.

9) CHECK THE APPROPRIATE BOX

A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before _____ Date

The mailing of a copy of the plan or summary was waived by all outstanding shares.

10) EXECUTION

Signature

Printed Name

Title

James A. Kirkland

Vice President

11) CONTACT NAME (To resolve questions with this filing.)

Julia Daneman

DAYTIME PHONE NUMBER (Include area code.)

(408) 481-8127

FEEES

Required Processing Fee \$50 - Confirmation Copy (Optional) \$5
 Processing Fees are nonrefundable.
 Please make check payable to "Corporation Division."

NOTE:
 Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

TRIPOD DATA SYSTEMS, INC.

AND

TRIMBLE NAVIGATION LIMITED

MADE AND ENTERED INTO AS OF MARCH 23, 2009

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of March 23, 2009, by and between Tripod Data Systems, Inc., an Oregon corporation ("**Tripod**"), and Trimble Navigation Limited, a California corporation ("**Trimble**"). Tripod and Trimble are sometimes referred to herein as the "**Constituent Corporations**".

WHEREAS, the Board of Directors of Tripod has determined that it is advisable and in the best interests of Tripod and its sole shareholder, and has recommended to its sole shareholder, that Tripod merge with and into Trimble on the terms and subject to the conditions set forth in this Agreement (the "**Merger**");

WHEREAS, the Board of Directors of Trimble has determined that it is advisable and in the best interests of Trimble to enter into the Merger;

WHEREAS, the Board of Directors of each of the Constituent Corporations has approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, in the case of Trimble pursuant to Section 1110 of the California Corporations Code (the "**CCC**") and in the case of Tripod pursuant to Section 60.501 of the Oregon Business Corporation Act (the "**OBCA**");

WHEREAS, Trimble, as the sole shareholder of Tripod, has approved and adopted this Agreement and the transactions contemplated hereby, including the Merger.

NOW, THEREFORE, in consideration of the foregoing promises and of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, Trimble and Tripod hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. On the Effective Date (as defined in Section 1.2 hereof), the Merger shall become effective, and Tripod shall be merged with and into Trimble in accordance with the applicable provisions of the CCC and OBCA and Trimble shall be the surviving corporation under the name "Trimble Navigation Limited". As used in this Agreement, the term "**Surviving Corporation**" refers to Trimble Navigation Limited from and after the Effective Date and the term "**Merging Corporation**" refers to Tripod Data Systems, Inc.

Section 1.2 Effective Date of the Merger. The "**Effective Date**" shall be April 4, 2009.

Section 1.3 Effects of the Merger. The Merger shall have the effects set forth in the CCC and OBCA.

Section 1.4 Conversion of Shares. On the Effective Date, all the outstanding shares of Merging Corporation will be owned by Surviving Corporation and

the issued and outstanding shares of Merging Corporation shall be canceled without consideration and retired and shall not thereafter be reissued. The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the Merger.

ARTICLE II

OTHER MATTERS

Section 2.1 Termination. Subject to applicable law, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date by mutual written consent of Trimble and Tripod, after authorization of such action by the Boards of Directors of Trimble and Tripod. In the event this Agreement is terminated, this Agreement shall become null and void and have no further force or effect.

Section 2.2 Amendment. Subject to applicable law, this Agreement may be amended at any time prior to the Effective Date by an agreement in writing, after authorization of such action by the Boards of Directors of Trimble and Tripod.

Section 2.3 Extension; Waiver. Subject to applicable law, at any time prior to the Effective Date, the parties may, by action taken by their respective Boards of Directors (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in, or breaches of, the representations and warranties contained herein or (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of any party to any such extension or waiver shall be valid only if and to the extent set forth in an instrument in writing signed on behalf of such party.

Section 2.4 Survival of Representations and Warranties. The representations and warranties made herein shall terminate on the Effective Date or upon termination of this Agreement pursuant to Section 2.1, whichever shall occur first, and thereafter shall have no further force or effect.

Section 2.5 Fees and Expenses. Prior to the Effective Date, or if the Merger shall not be consummated for any reason, all fees, costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such amounts.

Section 2.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

Section 2.7 Headings. The headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning and are in no way to be construed as part of this Agreement.

Section 2.8 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral between the parties, with respect to the subject matter hereof, and there are no agreements, representations or warranties between the parties hereto other than those set forth herein with respect to the subject matter hereof.

Section 2.9 Assignment. Neither this Agreement nor any obligations hereunder may be assigned by any party hereto without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

Section 2.10 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement in such jurisdiction or affect the validity or enforceability of such provision in any other jurisdiction.

Section 2.11 Governing Law. This Agreement, the legal relations between the parties hereto and the adjudication and the enforcement thereof shall be governed by and interpreted and construed in accordance with the laws of the State of California applicable to contracts formed and to be performed entirely within the State of California, without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of another jurisdiction, except to the extent the laws of the State of Oregon apply with respect to the Merger.

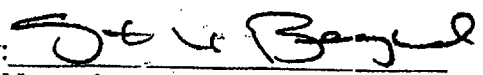
Section 2.12 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon any person or entity other than the parties hereto and their respective successors and assigns any right, remedy or claim under or by reason of this Agreement or any part hereof.


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5 80346-96

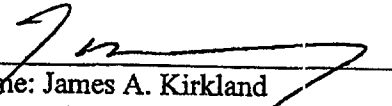
IN WITNESS WHEREOF, this Agreement has been executed on behalf of Trimble and Tripod by their respective duly authorized officers as of the date first above written.

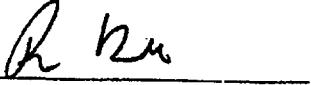
TRIMBLE NAVIGATION LIMITED

By: 
Name: Steven W. Berglund
Title: President

By: 
Name: James A. Kirkland
Title: Assistant Secretary

TRIPOD DATA SYSTEMS, INC.

By: 
Name: James A. Kirkland
Title: Vice President

By: 
Name: Rajat Bahri
Title: Assistant Secretary