

**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	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pondera Engineers, LLC		01/27/2010	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trimble Navigation Limited		
<b>Street Address:</b>	935 Stewart Dr.		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94085-3913		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3214601	POLESTAR	
Registration Number:	3716072	TL-PRO	
Registration Number:	3597486	TL-PRO DESIGN STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(509)838-3424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	509-624-4276		
<b>Email:</b>	docketing@wellsstjohn.com		
<b>Correspondent Name:</b>	James D. Shaurette		
<b>Address Line 1:</b>	Wells St. John, P.S.		
<b>Address Line 2:</b>	601 w. 1st Ave., #1300		
<b>Address Line 4:</b>	Spokane, WASHINGTON 99201		
<b>ATTORNEY DOCKET NUMBER:</b>	TR29-701		
<b>NAME OF SUBMITTER:</b>	James D. Shaurette		

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**TRADEMARK  
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Signature:	/James D. Shaurette/
Date:	03/09/2010
Total Attachments: 3 source=TrademarkAssigment#page1.tif source=TrademarkAssigment#page2.tif source=TrademarkAssigment#page3.tif	

## Schedule 1

### Trademark Assignment

Dated January 27, 2010

WHEREAS, Pondera Engineers, LLC, a Washington limited liability company (“Assignor”), is the owner of the trademarks and trademark applications described on *Schedule 1-A* hereto (the “Trademarks”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of December 18, 2009, by and among Trimble Navigation Limited, a California corporation (“Trimble”), Assignor and Yair Berenstein and Michael Dolan (the “Agreement”), Assignor has agreed to assign to Trimble all of Assignor’s right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Trimble, its successors and assigns, Assignor’s entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor’s business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to principles of conflicts of law.

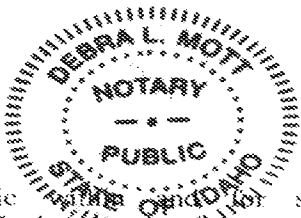
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date shown above.

PONDERA ENGINEERS, LLC

By: [Signature]  
Name: MICHAEL F. DOLAN  
Title: MANAGING MEMBER

State of Idaho )  
County of Kootenai ) ss.



Before me, a Notary Public in and for said County, personally appeared Michael F. Dolan the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 26 day of January 2010.

[Signature]  
Notary Public

**Schedule 1-A**

**Trademarks**

<b>File No.</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Current Status</b>
PO34-101	POLESTAR	3214601	76/659667	USA	Registered
PO34-122	TL-PRO		77/409857	USA	Allowed
PO34-123	TL-PRO DESIGN STUDIO	3597486	77/409887	USA	Registered