

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
CTN Data, LLC		07/16/2009	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Trimble Navigation Limited		
Composed Of:	COMPOSED OF corp. organized in CA		
Street Address:	935 Stewart Drive		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2421570	FARM TRAC	
Registration Number:	1802629	FARM WORKS SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172370300		
Email:	intead@bakerd.com, stacy.webb@bakerd.com		
Correspondent Name:	Baker & Daniels LLP		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	983207.6		
NAME OF SUBMITTER:	Kevin Erdman		

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**TRADEMARK
 REEL: 004214 FRAME: 0875**

Signature:	/Kevin Erdman/
Date:	05/28/2010
Total Attachments: 9 source=Trademark Assignment#page 1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif source=Trademark Assignment#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of July 16, 2009 (the "Effective Date"), is made by and between CTN Data, LLC, an Indiana limited liability company ("Assignor"), and Trimble Navigation Limited, a California corporation ("Trimble").

WHEREAS, Assignor and Trimble, together with Farm Works Limited, a Scottish limited liability company and a wholly-owned subsidiary of Assignor ("UK Seller"), Ian Harley, as Members' Agent, and certain members of Assignor, are parties to that certain Asset Purchase Agreement, dated as of July 3, 2009 (the "Asset Purchase Agreement"), pursuant to which Trimble is purchasing and assuming from Assignor and UK Seller certain specified assets and liabilities related to the Business (the "Transaction");

WHEREAS, to induce Trimble to consummate the Transaction, and as an express condition thereto, Trimble has required the execution and delivery of this Intellectual Property Assignment by Assignor;

WHEREAS, Assignor owns the trademarks and related goodwill identified in *Exhibit A* to this Assignment ("Trademarks");

WHEREAS, Assignor owns the software and other works of authorship identified in *Exhibit B* to this Assignment ("Copyrights"); and

WHEREAS, Assignor owns the domain names identified in *Exhibit C* to this Assignment ("Domain Names"); and

WHEREAS, Assignor has rights and licenses to the software, products and services set forth in *Exhibit D* to this Agreement ("Other Property").

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

1. Definitions.

"Computer Software" means all computer programs, operating systems, applications systems, firmware or software of any nature, whether operational, under development or inactive including all object code, source code, comment code, algorithms, models and methodologies, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, technical manuals, test scripts, user manuals, databases, compilations and other documentation therefor, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature and all data bases necessary or appropriate to operate any such computer program, operating system, applications system, firmware or software.

"Intellectual Property" means any or all of the following and all rights in, arising out of, or associated therewith: (a) all United States, international and foreign patents, industrial rights and applications therefor and all reissues, divisions, divisionals, renewals, extensions,

provisionals, continuations and continuations-in-part thereof, and all patents, applications, registrations, documents and filings claiming priority to or serving as a basis for priority thereof; (b) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, know how, compositions, Computer Software, technology, business methods, technical data and customer lists, tangible or intangible proprietary information, and all documentation relating to any of the foregoing; (c) all copyrights, copyrights registrations and applications therefor, and all other rights of authorship corresponding thereto throughout the world; (d) mask rights; (e) all industrial designs and any registrations and applications therefor throughout the world; (f) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (g) all databases and data collections and all rights therein throughout the world; (h) all moral and economic rights of authors and inventors, however denominated, throughout the world; (i) rights or privacy or publicity; (j) all telephone numbers, Web addresses, sites and domain names and numbers; and (k) any similar or equivalent rights to any of the foregoing anywhere in the world, including any application, registration or renewal therefore.

“Registered Intellectual Property” means all United States, international and foreign: (a) patents and patent applications (including provisional applications and design patents and applications) and all reissues, divisions, divisionals, renewals, extensions, counterparts, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority thereto or serving as a basis for priority thereof; (b) registered trademarks, service marks, applications to register trademarks, applications to register service marks, intent-to-use applications, or other registrations or applications related to trademarks; (c) registered copyrights and applications for copyright registration; (d) domain name registrations and Internet number assignments; and (e) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any Governmental Entity.

“Seller Intellectual Property” means all Intellectual Property that has been used in, is used in, is held for use in or is related to, or that may be used in, held for use in or related to the operation of, the Business, including Seller Registered Intellectual Property and Intellectual Property that is listed or described on the Exhibits hereto and including all right, title and interest in and to the use of the name “Farm Works” and all similar or related names, and all rights to sue for, settle and release past, present and future infringement thereof, along with the goodwill related to any such marks.

“Seller Registered Intellectual Property” means all of the Registered Intellectual Property owned by, under obligation of assignment to, or filed in the name of, either Assignor or UK Seller.

2. Assignment. Assignor hereby irrevocably sells, conveys, transfers and assigns to Trimble all of Assignor’s right, title and interest in and to the Trademarks, Copyrights, Domain Names, Other Property and any other Seller Intellectual Property (collectively, the “Assigned Intellectual Property”), and Assignor acknowledges that Trimble owns and will own all such existing and future right, title and interest in and to the Assigned Intellectual Property, including, without limitation, the right to sue for, settle and release past, present and future infringement of any of the foregoing. Without limiting the foregoing, Assignor acknowledges that Trimble may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to,

subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Assigned Intellectual Property and any derivative works thereof in Trimble's sole and absolute discretion.

3. Further Assurances. Assignor will, at its own cost and expense, promptly execute, acknowledge and deliver to Trimble all additional instruments or documents that Trimble determines at any time to be necessary to carry out the intentions of this Assignment, including without limitation, the Trademark Assignment set forth in *Schedule 1* to this Agreement and the Copyright Assignment set forth in *Schedule 2* to this Agreement, and Trimble shall be responsible for registering or recording any such documents to perfect its title, at Trimble's expense. Furthermore, Assignor will cooperate with Trimble, at Trimble's cost and expense (except to the extent that such cost and expense are related to or arise from any claim for which Trimble is entitled to indemnification from Assignor pursuant to the Asset Purchase Agreement), to promptly perform any acts reasonably deemed necessary or desirable by Trimble to assist it in obtaining, maintaining, defending and enforcing any rights and/or assignment of the Assigned Intellectual Property. Without limiting the foregoing, Assignor hereby irrevocably designates and appoints Trimble and its duly authorized officers and agents, as Assignor's agent and attorney-in-fact to act for and on its behalf and instead of Assignor, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Assigned Intellectual Property and improvements thereto with the same legal force and effect as if executed by Assignor.
4. Domain Names. At its own expense, Assignor will promptly and properly complete and submit, to its registrar for the Domain Names, any and all instructions necessary to transfer ownership as registrant of the Domain Names to Trimble. Assignor will, at Trimble's expense, promptly execute and deliver all necessary documents and take any action reasonably requested by Trimble in connection with this Assignment and hereby appoints Trimble as its agent and attorney-in-fact to act for and on its behalf to execute, register and file any necessary documents, and to do all other lawfully permitted acts to further the transfer of the Domain Names with the same legal force and effect as if executed by Assignor.
5. Assignor's Cessation of Use of the Assigned Intellectual Property. Commencing on the Effective Date, Assignor will immediately cease all use, and will forever refrain from using, any words, names, slogans, symbols, or logos as they appear in the Assigned Intellectual Property (or anything confusingly similar thereto) in any manner, including but not limited to use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta-tag, directory search term, or a component of any of the foregoing. Notwithstanding the foregoing, Assignor will have thirty (30) days from the Effective Date in which to take such other and further steps necessary to comply with the requirements in this Section 5, including, without limitation, to file all appropriate documents or applications with any and all state, federal or private organizations or entities, to change its corporate and entity names as required in this Section 5.
6. Waiver of Moral Rights. Assignor hereby irrevocably waives all rights under all Laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned Intellectual Property and any derivative works thereof may be used, including without

limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable Law.

7. Irrevocable and Binding Assignment. Assignor acknowledges that this Assignment is irrevocable and binding on Assignor's successors and assigns. Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Trimble's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Assigned Intellectual Property and any derivative works thereof.
8. Entire Agreement; Amendments. This Assignment and the Asset Purchase Agreement constitute the entire agreement between Assignor and Trimble with respect to the subject matter hereof. In the event of a conflict between the terms of the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement will control. This Assignment may be modified only by a written agreement signed by both parties.
9. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.
10. Capitalized Terms. Capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.
11. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without reference to such state's principles of conflicts of law.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the first date written above.

ASSIGNOR:

CTN DATA, LLC

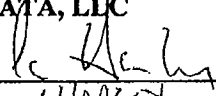
By: 
Name: CHARLEY
Title: CEO

Exhibit A

Trademarks

Mark	Country	Registration #	Status
FARM TRAC	U.S.	2421570	Registered
FARM WORKS SOFTWARE	U.S.	1802629	Registered
STAKE YOUR ACRES	U.S.	1942719	Abandoned
FARM WORKS SOFTWARE	European Community	001373240	Registered
FARM WORKS SOFTWARE	Australia	903710	Registered
FARM WORKS	South Africa	2007/25606	Filed/Pending

Schedule 1

TRADEMARK ASSIGNMENT

Dated July 16, 2009

WHEREAS, CTN Data, LLC, an Indiana 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 July 3, 2009, by and among Trimble Navigation Limited, a California corporation ("Trimble"), Assignor, Farm Works Limited, a Scottish limited liability company and a wholly-owned subsidiary of Assignor, Ian Harley, as Members' Agent, and the Members named therein (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:

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 therefore 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 Delaware without reference to such state's principles of conflicts of law.

[Signature Page Follows]

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

CTN DATA, LLC

By: Ian Harley
Name: I HARLEY
Title: CEO

State of Indiana)
County of Steuben) ss.

Before me, a Notary Public within and for said County, personally appeared Ian Harley 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 16 day of July 2009.

[Signature]
Notary Public Commission Expires 04/13/2016

Schedule 1-A

Trademarks

Mark	Country	Registration #	Status
FARM TRAC	U.S.	2421570	Registered
FARM WORKS SOFTWARE	U.S.	1802629	Registered
STAKE YOUR ACRES	U.S.	1942719	Abandoned
FARM WORKS SOFTWARE	European Community	001373240	Registered
FARM WORKS SOFTWARE	Australia	903710	Registered
FARM WORKS	South Africa	2007/25606	Filed/Pending