

**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>
Fugro N.V.		03/21/2011	LIMITED LIABILITY COMPANY: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trimble Navigation Limited		
<b>Street Address:</b>	935 Stewart Drive		
<b>Internal Address:</b>	Attention: General Counsel		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94085		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2032513	OMNISTAR	
Registration Number:	2037421	OMNISTAR	
Registration Number:	2041988	OMNISTAR	
Registration Number:	2054887	OMNISTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)308-4131		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-752-4546		
<b>Email:</b>	abukoye@jw.com		
<b>Correspondent Name:</b>	Abimbola Bukoye		
<b>Address Line 1:</b>	1401 McKinney Street		
<b>Address Line 4:</b>	Houston, TEXAS 77021		
<b>ATTORNEY DOCKET NUMBER:</b>	127076.00007		

**CH \$115.00 2032513**

**900187693**

**TRADEMARK  
 REEL: 004507 FRAME: 0702**

NAME OF SUBMITTER:	Abimbola Bukoye
Signature:	/Abimbola Bukoye/
Date:	03/28/2011
<b>Total Attachments: 6</b> source=FUGRO_ASSIGNMENT#page1.tif source=FUGRO_ASSIGNMENT#page2.tif source=FUGRO_ASSIGNMENT#page3.tif source=FUGRO_ASSIGNMENT#page4.tif source=FUGRO_ASSIGNMENT#page5.tif source=FUGRO_ASSIGNMENT#page6.tif	

## **TRADEMARK ASSIGNMENT**

In consideration of one dollar and other good and valuable consideration the sufficiency of which is hereby acknowledged, and as provided in the Asset Purchase Agreement dated as of March 15, 2011 by and among Fugro N.V., a Netherlands public limited liability company ("Fugro"), and Trimble Navigation Limited, a California corporation ("Trimble"), and TNL Technology Holdings C.V., a company organized under the laws of the Netherlands ("TNL"), Fugro agrees as follows:

1. Fugro assigns to Trimble all right, title and interest of Fugro in and to:
  - (a) all of Fugro's worldwide trademark rights (including any and all registered trademarks, including, without limitation, the trademark registrations identified in Attachment A), in and to the mark "OmniSTAR" in any style or format;
  - (b) all of Fugro's worldwide trade name rights in and to the name "OmniSTAR";
  - (c) the goodwill related to any marks, names or other rights assigned in (a) and (b) above; and
  - (d) all suits, proceedings, rights, recoveries (whether known or unknown, matured or unmatured, accrued or contingent) that Fugro may have against any Person relating to or arising out of any of the rights assigned above, including claims against any Person for compensation, insurance claims, claims of infringement or misappropriation or past infringement or past misappropriation of any rights assigned in (a) and (b) above, whether arising prior to or after the date of this Trademark Assignment. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.
2. The assigned rights do not include rights to any other trademarks or trade names of Fugro.
3. Fugro shall, from time to time and as necessary, execute and deliver to Trimble all agreements and other documents reasonably necessary to give effect to this assignment.
4. This Trademark Assignment is binding on Fugro and its successors and assigns for the benefit of Trimble and its successors and assigns.
5. Any controversy, dispute, or claim, whether based on contract, tort, statute, or other legal or equitable theory (including but not limited to any claim of fraud, misrepresentation, or fraudulent inducement), arising out of or relating to this Trademark Assignment, to any breach hereof, or to any tortious conduct occurring, whether by action or inaction, in the performance of or failure to perform any obligation hereunder ("Claim") will be construed and enforced in accordance with, the laws of the State of Delaware other than choice of law provisions and also not including the Delaware Franchise Security Law. Each Party to this Trademark Assignment further agrees that the laws of the State of Delaware (but not the Delaware Franchise Security

Law) bear a reasonable relationship to this Trademark Assignment and irrevocably and unconditionally waives any objection to the application of the laws of the State of Delaware (other than the Delaware Franchise Security Law) to any Claim. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the United States District Court for the District of Delaware, for the purposes of any suit, action or other proceeding in connection with any Claim, and irrevocably and unconditionally waives any objection to the laying of venue of any Claim as set forth above. Each Party to this Trademark Assignment hereby waives formal service of process and agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 5. Each Party hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any of the aforementioned courts that any Claim brought in any such court has been brought in an inconvenient forum. The foregoing notwithstanding, if any dispute arises between the Parties relating to, arising out of or in any way connected with this Trademark Assignment or any term or condition hereof, or the performance by either Party of its obligations hereunder, whether before or after termination of this Trademark Assignment, the Parties shall seek to resolve such dispute by following the procedures set forth below prior to pursuing other available remedies, provided, however, that nothing herein shall preclude either Party from seeking and obtaining preliminary restraining orders, preliminary injunctions or other equitable relief from a court of competent jurisdiction pending the completion of the procedure set forth herein. If any such dispute arises, the Party raising such dispute shall provide written notice of the dispute to the other Party and the respective Chief Executive Officers shall work diligently and in good faith to resolve such dispute. If such dispute is not resolved by the respective Chief Executive Officers after thirty (30) days following the date of the written notice of such dispute, then each Party shall be free to pursue any and all remedies available to such Party, at law or in equity. This Trademark Assignment is not deemed to have been made in Delaware or California. The Parties have chosen Delaware law only as a neutral law to provide uniformity to the transaction and that choice does not constitute an offer to sell or sale in Delaware.

6. Neither Trimble nor Fugro shall be liable for, nor will the measure of damages include, any incidental, special, consequential or other indirect damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising in connection with this Trademark Assignment, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

*[Signature page follows]*

<b>Trimble Navigation Limited</b>	<b>Fugro N.V.</b>
By: _____	By: <u>S. John Waits</u>
Print name: _____	Print name: <u>S. John Waits</u>
Title: _____	Title: <u>Authorized Representative</u>
Date: _____	Date: <u>March 21 2011</u>

**Acknowledgement**

On 3-21, 2011, S. John Waits,  
Authorized Representative of Fugro N.V., acknowledged this Trademark Assignment before  
me.

	<u>Sandra D. Fretti</u>
	Notary Public for the State of <u>Texas</u>
	My commission expires <u>9-27-2013</u>

[Signature Page to Trademark Assignment]

<b>Trimble Navigation Limited</b>	<b>Fugro N.V.</b>
By: <u><i>[Signature]</i></u>	By: _____
Print name: <u>James H. Kirkland</u>	Print name: _____
Title: <u>VP</u>	Title: _____
Date: _____	Date: _____

**Acknowledgement**

On \_\_\_\_\_, 2011, \_\_\_\_\_,  
 \_\_\_\_\_, of Fugro N.V., acknowledged this Trademark Assignment before  
 me.

	Notary Public for the State of _____
	My commission expires _____

[Signature Page to Trademark Assignment]

**Attachment A  
The Trademark Registrations**

Mark	Reg. No.	Owner	Jurisdiction
Omnistar	664921	Fugro, N.V.	Algeria
Omnistar	1786308	Fugro, N.V.	Argentina
Omnistar	2039428	Fugro, N.V.	Argentina
Omnistar	2061521	Fugro, N.V.	Argentina
Omnistar-AM	1055180	Fugro, N.V.	Australia
OMNISTAR-HP HIGH PERFORMANCE	1055181	Fugro, N.V.	Australia
Omnistar	752788	Fugro, N.V.	Australia
Omnistar (Design)	769325	Fugro, N.V.	Australia
Omnistar (Design)	697065	Fugro, N.V.	Austria
Omnistar	664921	Fugro, N.V.	Azerbaijan
Omnistar (Design)	697065	Fugro, N.V.	Azerbaijan
Omnistar	664921	Fugro, N.V.	Belarus
Omnistar (Design)	697065	Fugro, N.V.	Belarus
Omnistar	624641	Fugro, N.V.	Benelux
Omnistar	822243849	Fugro, N.V.	Brazil
Omnistar	822243857	Fugro, N.V.	Brazil
Omnistar	822243865	Fugro, N.V.	Brazil
Omnistar, The National DGPS SYSTEM	467989	Fugro, N.V.	Canada
Omnistar	505441	Fugro, N.V.	Canada
Omnistar (DESIGN)	582937	Fugro, N.V.	Canada
Omnistar	595627	Fugro, N.V.	Chile
Omnistar	854855	Fugro, N.V.	Chile
Omnistar	664921	Fugro, N.V.	China
Omnistar (Design)	697065	Fugro, N.V.	China
Omnistar	225878	Fugro, N.V.	Colombia
Omnistar	244755	Fugro, N.V.	Colombia
Omnistar	244756	Fugro, N.V.	Colombia
Omnistar (Design)	697065	Fugro, N.V.	Croatia
Omnistar	664921	Fugro, N.V.	Czech Republic
Omnistar (Design)	697065	Fugro, N.V.	Czech Republic
Omnistar	664921	Fugro, N.V.	Democratic People's Republic of Korea
Omnistar (Design)	697065	Fugro, N.V.	Denmark
Omnistar	664921	Fugro, N.V.	Egypt
Omnistar (Design)	697065	Fugro, N.V.	Egypt
Omnistar	CTM 279927	Fugro, N.V.	European Community
Omnistar (Design)	697065	Fugro, N.V.	Finland
Omnistar (Design)	697065	Fugro, N.V.	France
Omnistar (Design)	697065	Fugro, N.V.	Germany
Omnistar (Design)	697065	Fugro, N.V.	Iceland
Omnistar (Design)	697065	Fugro, N.V.	Italy
Omnistar	664921	Fugro, N.V.	Kazakhstan
Omnistar (Design)	697065	Fugro, N.V.	Kazakhstan
Omnistar	590591	Fugro, N.V.	Mexico
Omnistar	594340	Fugro, N.V.	Mexico
Omnistar	TMA 11505210	Fugro, N.V.	Mexico
Omnistar	664921	Fugro, N.V.	Morocco

Omnistar (Design)	697065	Fugro, N.V.	Morocco
Omnistar	187182	Fugro, N.V.	Norway
Omnistar (Design)	697065	Fugro, N.V.	Norway
Omnistar	664921	Fugro, N.V.	Poland
Omnistar (Design)	697065	Fugro, N.V.	Poland
Omnistar (Design)	697065	Fugro, N.V.	Portugal
Omnistar	664921	Fugro, N.V.	Russian Federation
Omnistar (Design)	697065	Fugro, N.V.	Russian Federation
Omnistar (Design)	T9807889G	Fugro, N.V.	Singapore
Omnistar (Design)	T9807898I	Fugro, N.V.	Singapore
Omnistar (Design)	T9807900D	Fugro, N.V.	Singapore
Omnistar	664921	Fugro, N.V.	Slovakia
Omnistar (Design)	697065	Fugro, N.V.	Spain
Omnistar (Design)	697065	Fugro, N.V.	Sweden
Omnistar	664921	Fugro, N.V.	Switzerland
Omnistar (Design)	697065	Fugro, N.V.	Switzerland
Omnistar (Design)	697065	Fugro, N.V.	United Kingdom
Omnistar	2032513	Fugro, N.V.	USA
Omnistar	2037421	Fugro, N.V.	USA
Omnistar (Design)	2041988	Fugro, N.V.	USA
Omnistar (Design)	2054887	Fugro, N.V.	USA
Omnistar	664921	Fugro, N.V.	Vietnam
Omnistar (Design)	697065	Fugro, N.V.	Vietnam