

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ThingMagic, Inc.		10/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Trimble Navigation Limited
<b>Street Address:</b>	10355 Westmoor Drive
<b>City:</b>	Westminster
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80021
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2566222	THINGMAGIC
Registration Number:	3763923	THINGMAGIC
Registration Number:	3020281	POWERED BY THINGMAGIC
Registration Number:	3779483	POWERED BY THINGMAGIC
Registration Number:	3077918	READS ANY TAG.
Registration Number:	3044886	MERCURY
Registration Number:	3775567	THE ENGINE IN RFID
Registration Number:	3727293	ASTRA

**CORRESPONDENCE DATA**

Fax Number: (415)576-0300  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415-576-0200  
 Email: mmartinenko@kilpatricktownsend.com  
 Correspondent Name: Margaret C. McHugh  
 Address Line 1: Kilpatrick Townsend & Stockton LLP

**900199253**

**TRADEMARK  
 REEL: 004600 FRAME: 0938**

**OP \$215.00 2566222**

Address Line 2: Two Embarcadero Center, 8th Flr.  
Address Line 4: San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:	92800-815054
NAME OF SUBMITTER:	Margaret C. McHugh
Signature:	/Margaret C. McHugh/
Date:	08/09/2011

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** and the schedules and exhibits attached hereto (this "Assignment"), dated October 22, 2010 (the "Effective Date"), is made and entered into by and among Trimble Navigation Limited, a California corporation (the "Purchaser"), and ThingMagic, Inc., a Delaware corporation (the "Seller"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among the Purchaser and the Seller.

### W I T N E S S E T H:

**WHEREAS**, in accordance with the terms of the Purchase Agreement, the Purchaser is purchasing and assuming from the Seller certain assets and liabilities (the "Transaction"), including all Company Intellectual Property;

**WHEREAS**, to induce the Purchaser to consummate the Transaction, and as an express condition thereto, the Purchaser has required the execution and delivery of this Assignment by the Seller;

**WHEREAS**, the Seller owns certain Intellectual Property, which includes, without limitation, the Patents identified in Schedule A to this Assignment, the Company Proprietary Software and other works of authorship identified in Schedule B to this Assignment, the trademarks and service marks and related goodwill identified in Schedule C to this Assignment, the domain names identified in Schedule D to this Assignment (the "Domain Names"), and such other Intellectual Property that is being developed by or for, is used by, is held for use by or is otherwise exploited by the Seller (collectively, the "Assigned Intellectual Property").

**NOW THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Assignment, the following terms will have the meanings specified below:

"Intellectual Property" means any or all of the following and all rights, arising out of or associated therewith: (a) all United States of America, international and foreign patents and applications therefor and all reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof (collectively, "Patents"); (b) all inventions (whether patentable or not), invention disclosures, improvements, mask works, trade secrets, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (c) all works of authorship (whether copyrightable or not) including, all Software, documents and other works in any form, and all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations

and applications therefor throughout the world; (e) all internet uniform resource locators, phone numbers, domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks, trademark and service mark and trade dress registrations and applications therefor throughout the world, and all goodwill relating thereto; (f) all databases and data collections and all rights therein throughout the world; (g) all rights of publicity, privacy or related rights throughout the world; (h) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (i) any similar or equivalent rights to any of the foregoing anywhere in the world.

“Software” means all computer software, programs, databases and Internet websites, together with any error corrections, updates, modifications, replacements or enhancements thereto, in both machine-readable form and human-readable form, including all comments, any procedural code and all documentation related thereto.

2. Assignment. The Seller hereby irrevocably sells, assigns, transfers, and conveys to the Purchaser, its successors, assigns, and legal representatives, all right, title, and interest in and to all of the Assigned Intellectual Property, and the Seller acknowledges that the Purchaser 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 claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing.

3. Further Assurances. The Seller will, at its own cost and expense, promptly execute and deliver to the Purchaser any documents necessary to complete the timely transfer of the Assigned Intellectual Property to the Purchaser, including, without limitation, the Patent Assignment set forth in Exhibit A to this Assignment and the Trademark Assignment set forth in Exhibit B to this Assignment. In addition, the Seller will, at the Purchaser’s expense (except to the extent that such cost and expense are related to or arise from any claim for which the Purchaser is entitled to indemnification from the Seller pursuant to the Purchase Agreement), testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid the Purchaser, its successors, assigns, and nominees to obtain and enforce proper protection for the Assigned Intellectual Property in all countries, and asserts that it will not execute any agreements inconsistent therewith. Without limiting the foregoing, the Seller hereby irrevocably designates and appoints the Purchaser and its duly authorized officers and agents as the Seller’s agent and attorney-in-fact to act for and on its behalf and instead of the Seller, to execute and file any documents, applications or related filings 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 the Seller.

4. Domain Names. At its own expense, the Seller 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 the Purchaser. The Seller will, at the

Purchaser's expense, promptly execute and deliver all necessary documents and take any action reasonably requested by the Purchaser necessary to carry out the intentions of this Assignment.

5. Seller's Cessation of Use of the Assigned Intellectual Property.

5.1 Commencing on the Effective Date, the Seller will: (i) provide to the Purchaser all existing documentation in the Seller's possession necessary to fully produce and exploit all trade secrets and other confidential information that relates to the Assigned Intellectual Property, (ii) destroy all remaining copies of all printed or electronic media in the Seller's possession relating to such documentation, trade secrets and confidential information, and (iii) cease all use and development of, and forever refrain from using in any manner, the trade secrets and any confidential information that relates to the Assigned Intellectual Property.

5.2 Commencing on the Effective Date, the Seller will immediately cease all use, and will forever refrain from using, any words, names, slogans, symbols, or logos (or anything confusingly similar thereto) as they appear in the Assigned Intellectual Property, including but not limited to use as 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.

6. Waiver of Moral Rights. The Seller 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. The Seller acknowledges that this Assignment is irrevocable and binding on the Seller's successors and assigns. The Seller does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder the Purchaser'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. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

9. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment or the terms hereof to produce or account for more than one (1) of such counterparts.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

**SELLER:**

ThingMagic, Inc.

By: [Signature]

Name: Thomas H. Grant

Title: Chairman & CEO

Address: 1 Cambridge Center, 11<sup>th</sup> fl, Cambridge, MA 02142

STATE OF Massachusetts  
COUNTY OF Middlesex

On this 22<sup>nd</sup> day of October, 2010, before me, a Notary Public in and for the State and County foresaid, personally appeared Thomas H. Grant, known by me to be the person above named and an officer of ThingMagic, Inc., who is duly authorized to execute this Assignment on behalf of ThingMagic, Inc. and who signed and executed the foregoing instrument on behalf of ThingMagic, Inc.

Notary Public: Beth C. Van Pelt

My Commission Expires: 12/30/2016



**PURCHASER:**

Trimble Navigation Limited

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

**SELLER:**

**ThingMagic, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

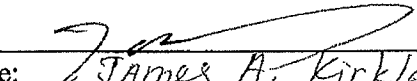
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_ day of October, 2010, before me, a Notary Public in and for the State and County  
foresaid, personally appeared \_\_\_\_\_, known by me to be the person  
above named and an officer of ThingMagic, Inc., who is duly authorized to execute this  
Assignment on behalf of ThingMagic, Inc. and who signed and executed the foregoing  
instrument on behalf of ThingMagic, Inc.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**PURCHASER:**

**Trimble Navigation Limited**

By:   
Name: James A. Kirkland  
Title: VP  
Address: 935 Stewart Dr., Sunnyvale, CA 94085

## Schedule C

### Trademarks and Service Marks

#### U.S. Trademark Applications and Registrations

<b>Serial Number</b>	<b>Registration Number</b>	<b>Trademark</b>	<b>Owner</b>
76/228,952	2566222	THINGMAGIC	ThingMagic, Inc.
77/411,590	3763923	THINGMAGIC	ThingMagic, Inc.
76/228,953	2990830	BAMBOO	ThingMagic, Inc.
78/467,235	3020281	POWERED BY THINGMAGIC (& Design)	ThingMagic, Inc.
77/522,666	N/A	POWERED BY THINGMAGIC	ThingMagic, Inc.
77/978,885	3779483	POWERED BY THINGMAGIC	ThingMagic, Inc.
78/425,899	3077918	READS ANY TAG.	ThingMagic, Inc.
78/425,903	2988380	INTELLIGENT. NETWORK READY. READS ANY TAG.	ThingMagic, Inc.
78/423,589	3044886	MERCURY	ThingMagic, Inc.
77/522,678	3775567	THE ENGINE IN RFID	ThingMagic, Inc.
77/597,847	3727293	ASTRA	ThingMagic, Inc.

#### Common Law Trademarks

MercuryOS  
VEGA

#### Foreign Trademark Applications and Registrations

<b>Serial Number</b>	<b>Country</b>	<b>Trademark</b>	<b>Owner</b>
6925832	China	THINGMAGIC	ThingMagic, Inc.
6925831	China	THINGMAGIC	ThingMagic, Inc.
6925830	China	THINGMAGIC	ThingMagic, Inc.
7197486	European Union	THINGMAGIC	ThingMagic, Inc.



**Exhibit B**

**Trademark Assignment**

**Dated October 22, 2010**

WHEREAS, ThingMagic, Inc., a Delaware corporation ("Assignor"), is the owner of the trademarks and trademark applications described on Schedule B-1 hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 22, 2010 (the "Purchase Agreement"), by and between Assignor and Trimble Navigation Limited, a California corporation ("Trimble"), 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 Purchase 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 Delaware 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.

THINGMAGIC, INC  
By: [Signature]  
Name: Thomas H. Grant  
Title: Chairman & CEO

State of Massachusetts  
County of Middlesex ) ss.

Before me, a Notary Public within and for said County, personally appeared Thomas H. Grant 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 22<sup>nd</sup> day of October 2010.



[Signature]  
Notary Public

**Schedule B-1**

**Trademarks**

**U.S. Trademark Applications and Registrations**

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