

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
Refraction Technology, Inc.		10/04/2012	CORPORATION: TEXAS
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	
Registration Number:	4270956	REF TEK	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 576-0200		
Email:	vcordial@kilpatricktownsend.com		
Correspondent Name:	Margaret C. McHugh		
Address Line 1:	Two Embarcadero Center, 8th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	92800-879374		
NAME OF SUBMITTER:	Margaret C. McHugh		
Signature:	/Margaret C. McHugh/		
Date:	06/18/2013		

OP \$40.00 4270956

Total Attachments: 20

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Assignment**"), dated as of October 4, 2012 (the "**Effective Date**"), is made by and between Refraction Technology, Inc., a Texas corporation ("**Assignor**"), and Trimble Navigation Limited, a California corporation ("**Trimble**").

WHEREAS, Assignor and Trimble, together with Paul R. Passmore, are parties to that certain Asset Purchase Agreement, dated as of October 4, 2012 (the "**Asset Purchase Agreement**"), pursuant to which Assignor is selling, transferring, assigning and delivering to Trimble all of the assets and properties of Assignor, and Trimble is assuming certain specified liabilities of Assignor (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 Assignment by Assignor;

WHEREAS, Assignor owns the trademarks, trade names 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**");

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

WHEREAS, Assignor owns the patents and patent applications identified in **Exhibit D** to this Assignment ("**Patents**"); and

WHEREAS, Assignor has rights and licenses to the Software, products and services set forth in **Exhibit E** to this Assignment ("**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.** Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement. As used herein, the following terms have the following meanings:

"Intellectual Property" means any or all of the following and all rights in, arising out of, or associated therewith (including common law rights): (a) all United States and non-United States, 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, invention disclosures, arts, processes, machines, articles of manufacture, developments and improvements, trade secrets, technical expertise, research data, and proprietary and confidential information, know how, compositions, compositions of matter, technology, business methods, formulae, technical data and customer lists, tangible or intangible proprietary information, whether or not patented or the subject of an application for patent and whether or not patentable, methods and process for making any of the foregoing, and all documentation relating to any of the foregoing (whether in written or electronic form); (c) all Software, documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of them, including all copyrights and other rights of authorship corresponding thereto, whether or not registered or the subject of an application for registration and whether or not registrable; (d) mask rights; (e) all industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; (f) all trademarks, design marks, logos, service marks, certification marks, official marks, trade names, business

names, corporate names, trade dress, distinguishing guises, slogans, meta tags, and other characters, brand elements or other distinguishing features used in connection with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill; (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 of privacy or publicity; (j) all telephone numbers, Web addresses, sites and domain names and numbers; (k) any similar or equivalent rights to any of the foregoing anywhere in the world, including any application, registration or renewal therefore; and (l) all rights in licenses, sublicenses, franchise agreements, waivers and other contracted rights in any of the foregoing.

“**Seller IP**” means all Intellectual Property of the Seller, including the 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 names “Refraction Technology,” “REF TEK” and all similar or related names (including all goodwill related thereto), and all rights to sue for, settle and release past, present and future infringement thereof.

“**Software**” means all computer programs (including any and all software implementation of algorithms, models and methodologies whether in Source Code or object code), databases and computations (including any and all data and collections of data), documentation (including user manuals and training materials) relating to any of the foregoing and the content and information contained in any web sites.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Trimble, its successors, assigns, and legal representatives, all right, title and interest in and to the Trademarks, Copyrights, Domain Names, Patents, Other Property and any other Seller IP (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 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. 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 complete the timely transfer of the Assigned Intellectual Property to Trimble, including without limitation, the Trademark Assignment set forth in **Schedule 1** to this Assignment. Furthermore, Assignor will, 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), 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 Trimble, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Intellectual Property in all countries. Assignor agrees that it will not execute any agreements inconsistent with the foregoing. 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 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 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.

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

5.1 Commencing on the Effective Date, Assignor 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 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.

5.2 Commencing on the Effective Date, Assignor will: (i) provide to Trimble all existing documentation in Assignor'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 Assignor'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.

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 and supersede all prior agreements and understandings, both written and oral, between Assignor and Trimble with respect to the subject matter hereof and thereof. 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 hereto and delivered to the other party, it being understood that all parties hereto need not sign the same counterpart. The parties hereto may sign this Assignment in the original, by facsimile, by .PDF, or by any other generally acceptable electronic means.

10. Governing Law. This Assignment and all disputes and controversies arising hereunder 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. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of and venue in any state or federal court located in Wilmington, Delaware, in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein, and agrees that process may be served upon them in any manner authorized by the Laws of the State of Delaware for such persons and waives

and covenants not to assert or plead any objection which such party might otherwise have to such jurisdiction and venue and such process; provided, however, that any party hereto shall be entitled to seek equitable or injunctive relief in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein in any forum having proper legal jurisdiction over such matter.

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IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

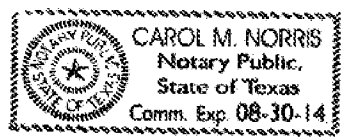
REFRACTION TECHNOLOGY, INC.

By: Paul R. Passmore
Name: Paul R. Passmore
Title: President

STATE OF Texas
COUNTY OF Collin

On this 3rd day of October, 2012, before me, a Notary Public in and for the State and County foresaid, personally appeared Paul R. Passmore, known by me to be the person above named and an officer of Refraction Technology, Inc., who is duly authorized to execute this Assignment on behalf of Refraction Technology, Inc., and who signed and executed the foregoing instrument on behalf of Refraction Technology, Inc.

Notary Public: Carol M. Norris
My Commission Expires: _____



TRIMBLE:

TRIMBLE NAVIGATION LIMITED

By: _____
Name: James A. Kirkland
Title: Vice President and General Counsel

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2012, 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 Trimble Navigation Limited, who is duly authorized to execute this Assignment on behalf of Trimble Navigation Limited and who signed and executed the foregoing instrument on behalf of Trimble Navigation Limited.

Notary Public: _____
My Commission Expires: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

REFRACTION TECHNOLOGY, INC.

By: _____
Name: Paul R. Passmore
Title: President

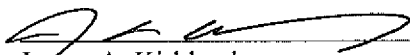
STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2012, 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 Refraction Technology, Inc., who is duly authorized to execute this Assignment on behalf of Refraction Technology, Inc., and who signed and executed the foregoing instrument on behalf of Refraction Technology, Inc.

Notary Public: _____
My Commission Expires: _____

TRIMBLE:

TRIMBLE NAVIGATION LIMITED

By:  _____
Name: James A. Kirkland
Title: Vice President and General Counsel

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2012, 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 Trimble Navigation Limited, who is duly authorized to execute this Assignment on behalf of Trimble Navigation Limited and who signed and executed the foregoing instrument on behalf of Trimble Navigation Limited.

Notary Public: _____
My Commission Expires: _____

Please See Attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

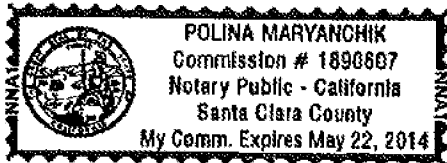
State of California

County of Santa Clara

On October 4, 2012 before me, Polina Maryanchik, Notary Public

personally appeared James A. Kirkland, Vice President and General Counsel of Trimble Navigation Limited

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Polina Maryanchik

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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Exhibit A

1. Trademarks

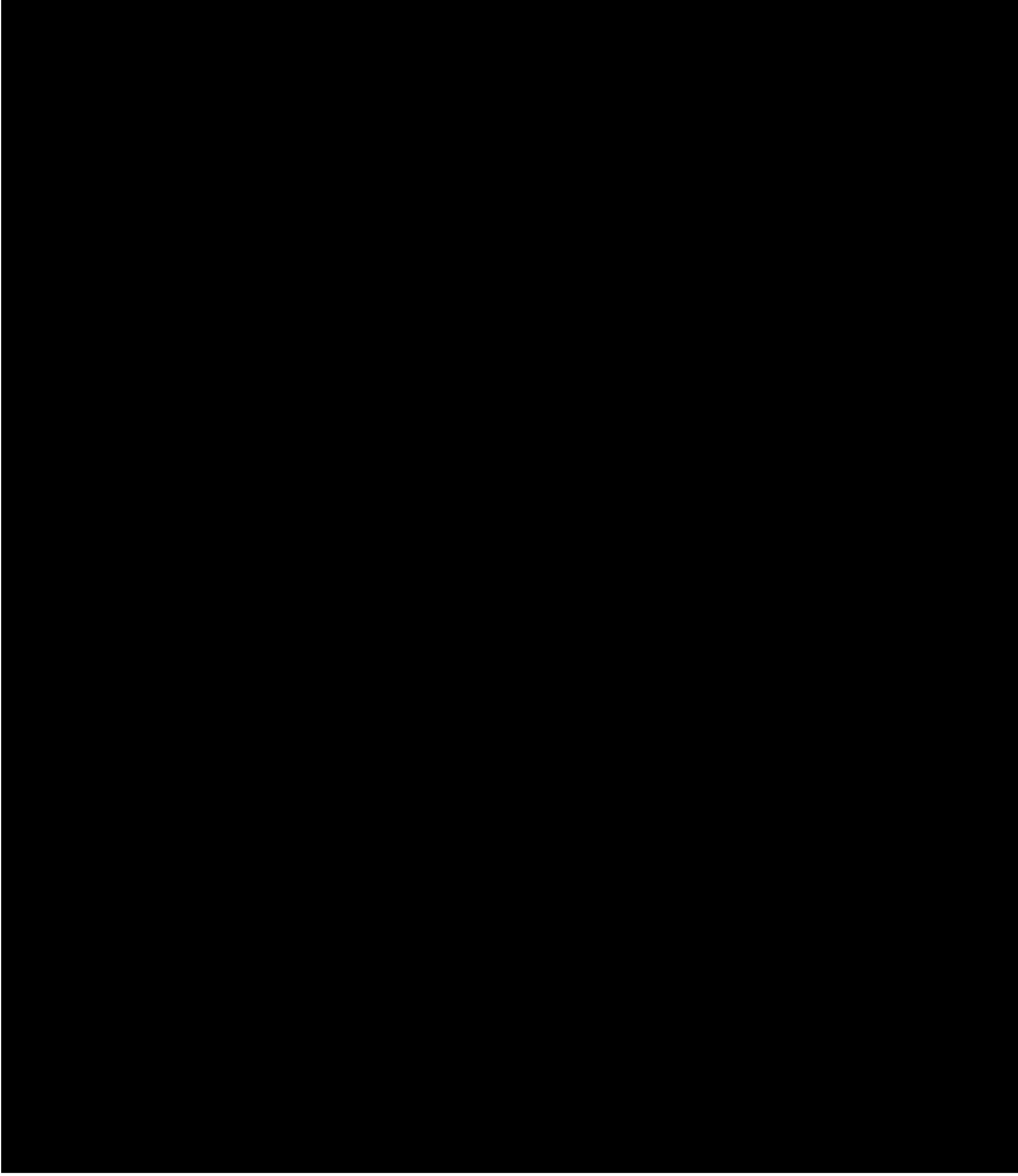
Mark	Registration No.	Serial No.	Country	Current Status
REF TEK	n/a	85531933	U.S.	LIVE
REF TEK	1396590	73563884	U.S.	DEAD

Note: The Seller previously held, but has since abandoned, the Trademark “REF TEK.” In early 2012, the Seller filed a new Trademark application for “REF TEK” in the same class as the abandoned Trademark registration, claiming use since 1976. USPTO counsel has advised the Seller’s counsel that the Trademark registration is approved and that formal documentation will be sent at a later date.

2. Trade Names

None.

Exhibit B



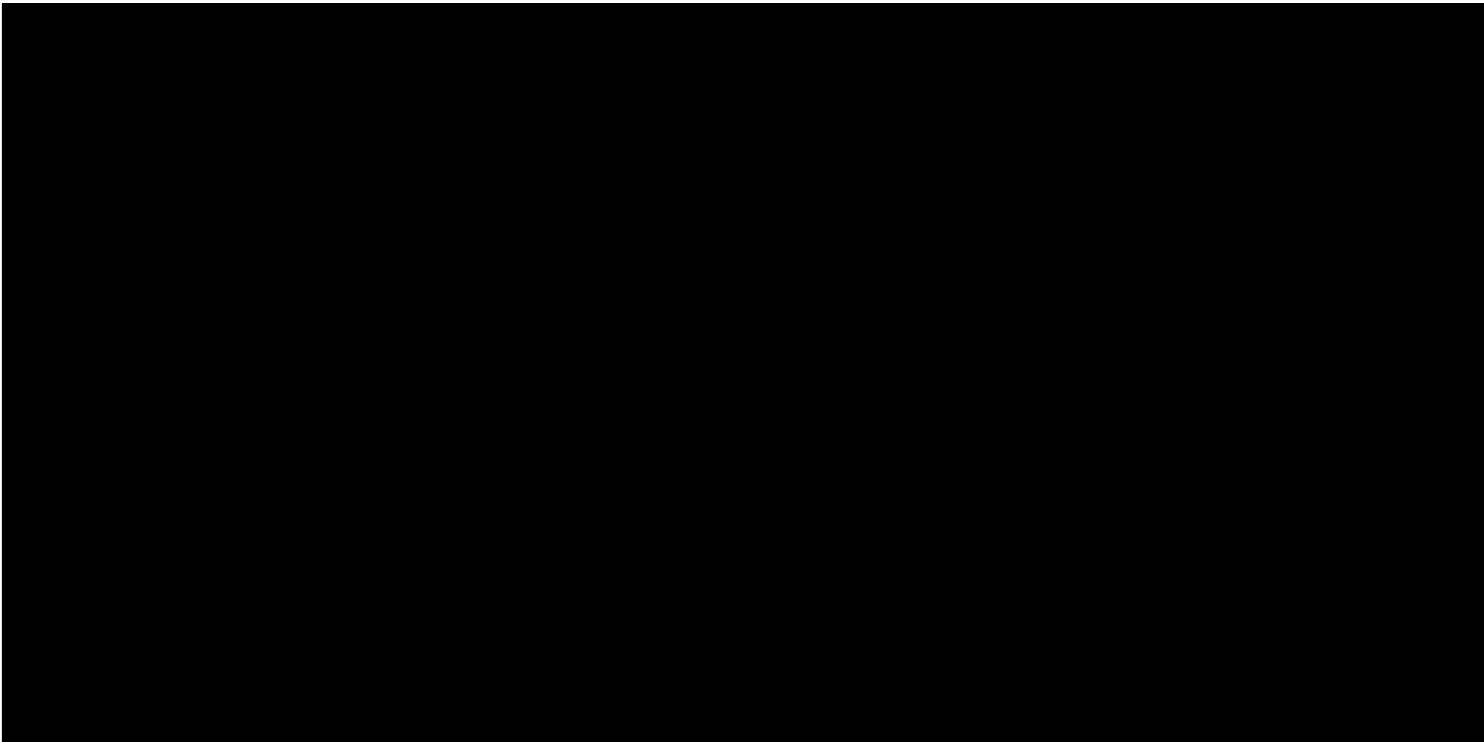


Exhibit C

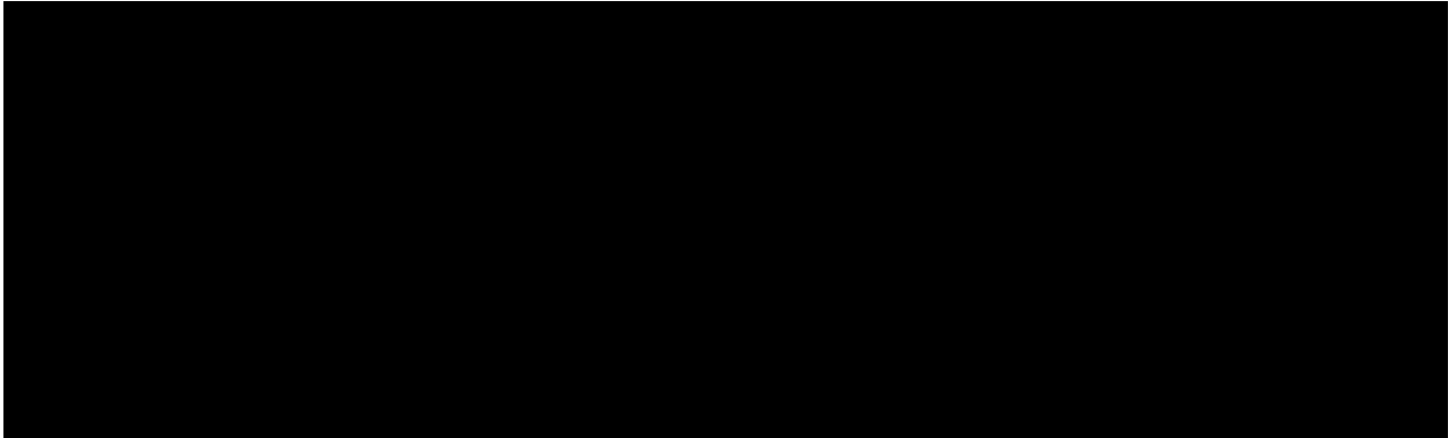
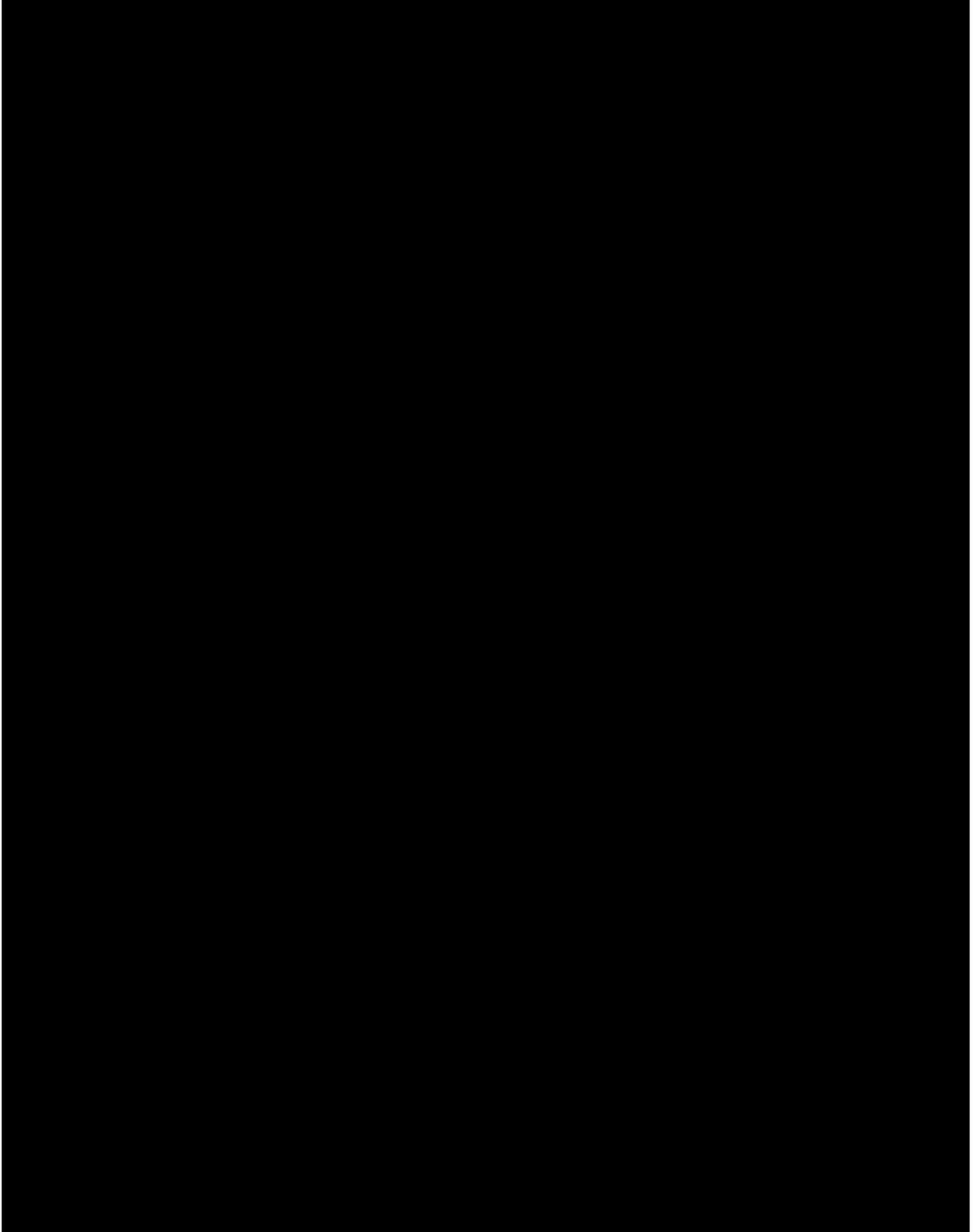
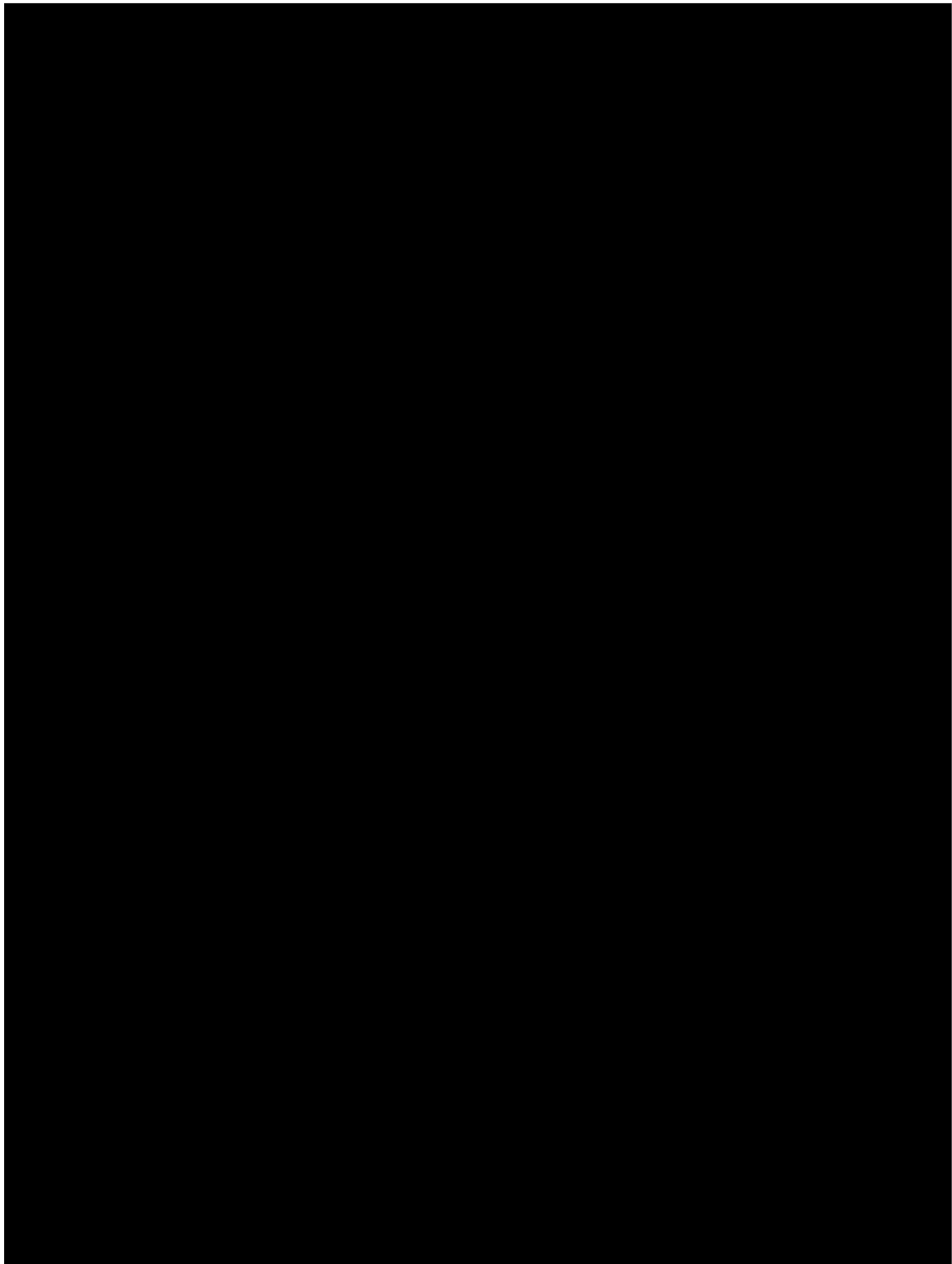


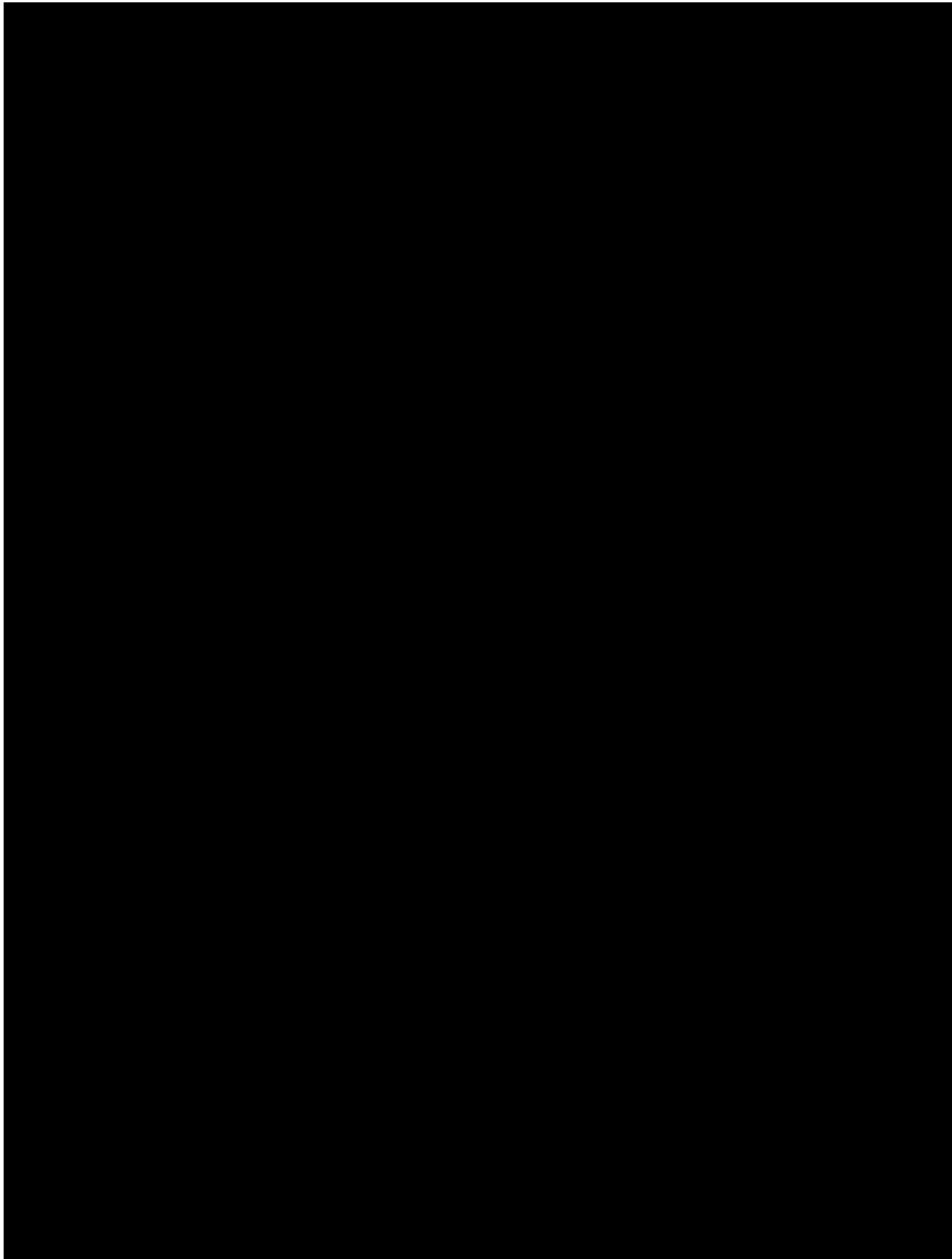
Exhibit D

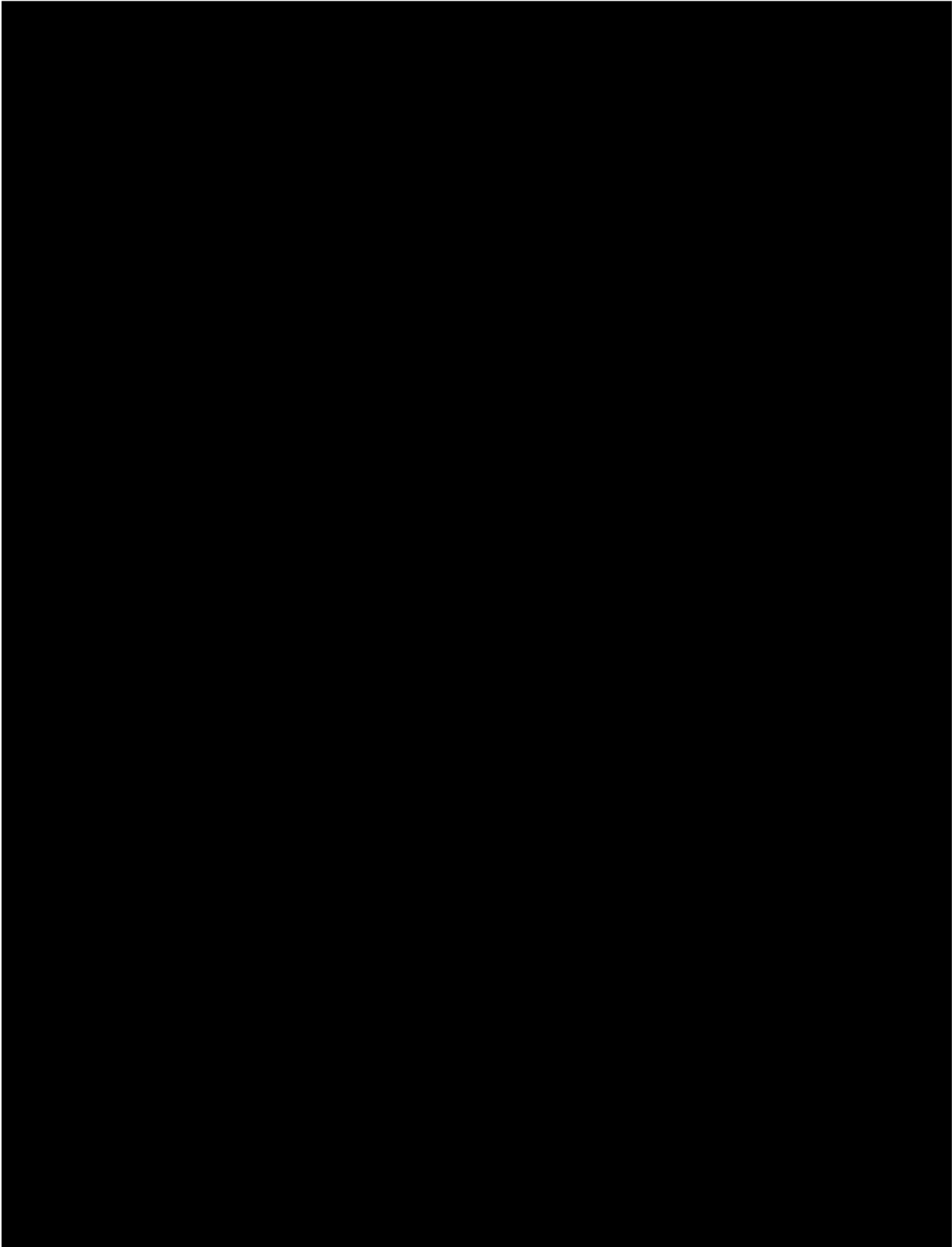


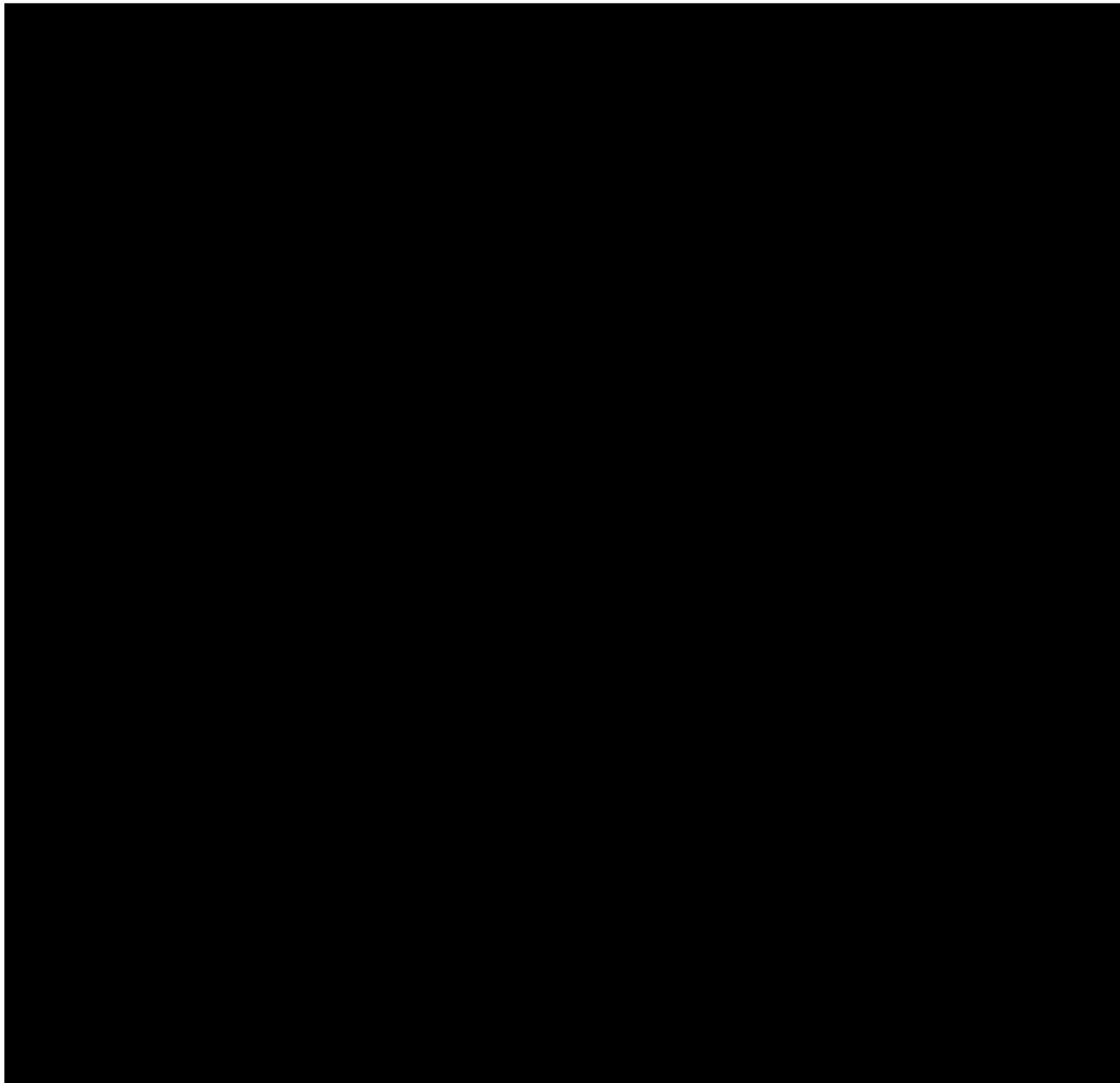
Exhibit E











Schedule 1

Trademark Assignment

Dated _____, 2012

WHEREAS, Refraction Technology, Inc., a Texas corporation (“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 [_____] 2012, by and among Trimble Navigation Limited, a California corporation (“Trimble”), Assignor, and Paul R. Passmore (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 of Assignor 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 and all disputes and controversies arising hereunder 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. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of and venue in any state or federal court located in Wilmington, Delaware, in connection with any matter based upon or arising out of this Trademark Assignment or the matters contemplated herein, and agrees that process may be served upon them in any manner authorized by the Laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which such party might otherwise have to such jurisdiction and venue and such process; provided, however, that any party hereto shall be entitled to seek equitable or injunctive relief in connection with any matter based upon or arising out of this Trademark Assignment or the matters contemplated herein in any forum having proper legal jurisdiction over such matter.

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

REFRACTION TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

On this __ day of _____, 2012, 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 Refraction Technology, Inc., who is duly authorized to execute this Assignment on behalf of Refraction Technology, Inc., and who signed and executed the foregoing instrument on behalf of Refraction Technology, Inc.

Notary Public: _____
My Commission Expires: _____

Schedule 1-A

Trademarks

Mark	Registration No.	Serial No.	Country	Current Status
REF TEK	n/a	85531933	U.S.	LIVE