

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
RainWave, LLC		08/23/2013	LIMITED LIABILITY COMPANY: ALABAMA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3956183	AMERICA'S RAIN GAUGE	
Registration Number:	3680971	RAINWAVE	
Registration Number:	3680970	RAINWAVE	
Registration Number:	4369543	RAINGRAPH "YOUR RAIN BY THE MINUTE"	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	206 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Sarah J. Taylor / PERKINS COIE LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101-3099		
ATTORNEY DOCKET NUMBER:	09015-0076		

OP \$115.00 3956183

900266082

**TRADEMARK
 REEL: 005110 FRAME: 0812**

NAME OF SUBMITTER:	Sarah J. Taylor
Signature:	/Sarah J. Taylor/
Date:	09/12/2013
Total Attachments: 5 source=RainWave - Trimble Trademark Assignment#page1.tif source=RainWave - Trimble Trademark Assignment#page2.tif source=RainWave - Trimble Trademark Assignment#page3.tif source=RainWave - Trimble Trademark Assignment#page4.tif source=RainWave - Trimble Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

Dated August 23, 2013

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of August 23, 2013 (the "Effective Date"), is made by and between RainWave, LLC, an Alabama limited liability company ("Assignor") and Trimble Navigation Limited, a California corporation having a principal place of business at 935 Stewart Drive, Sunnyvale, California 94085 ("Trimble").

WHEREAS, Assignor is the owner of the trademarks and trademark applications described on Schedule 1 hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of August 23 2013, by and among Trimble, Assignor, and, solely for the purposes set forth therein, Charles C. Pick, John E. Curry, Charles O. Ming and William L. Pinkston (the "Purchase 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 Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that, in connection with the transfer of the portion of Assignor's business to which the Trademarks pertain, as of the Effective Date, Assignor hereby sells, transfers, and assigns to 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 all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights with respect to the Trademarks, including, without limitation, causes of action and other enforcement rights for (a) damages, (b) injunctive relief, and (c) any other remedies of any kind, for past, current, and future infringement of any such Trademarks.

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. The parties hereto agree to pursue any dispute, controversy or claim arising under this Trademark Assignment pursuant to the applicable provisions of the Purchase Agreement.

This Trademark Assignment shall inure to the benefit of and be binding upon Trimble and Assignor and their respective successors and assigns. This Trademark Assignment may be executed and delivered in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank.]

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

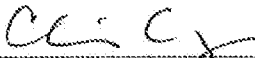
ASSIGNOR:

RAINWAVE, LLC

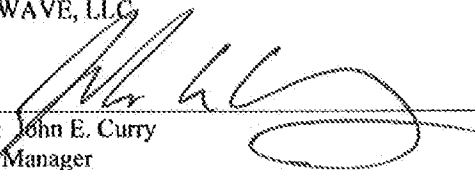
By: 
Name: Charles C. Pick
Title: Manager

STATE OF Alabama
COUNTY OF LEE

On this 22 day of August, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared Charles C. Pick, known by me to be the person above named and a manager of RainWave, LLC, who is duly authorized to execute this Trademark Assignment on behalf of RainWave, LLC, and who signed and executed the foregoing instrument on behalf of RainWave, LLC.

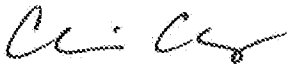
Notary Public: 
My Commission Expires: 7/2/17

RAINWAVE, LLC

By: 
Name: John E. Curry
Title: Manager

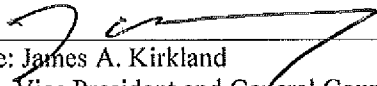
STATE OF Alabama
COUNTY OF LEE

On this 22 day of August, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared John E. Curry, known by me to be the person above named and a manager of RainWave, LLC, who is duly authorized to execute this Trademark Assignment on behalf of RainWave, LLC, and who signed and executed the foregoing instrument on behalf of RainWave, LLC.

Notary Public: 
My Commission Expires: 7/2/17

TRIMBLE:

TRIMBLE NAVIGATION LIMITED

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

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2013, 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 Trademark 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: _____

See Next Page.

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005110 FRAME: 0816

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

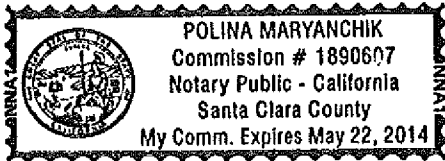
State of California

County of Santa Clara

On August 22, 2013 before me, Polina Maryanchik, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared James A. Kirkland, Vice President and
Name(s) of Signer(s)
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
Signature of Notary Public

Place Notary Seal Above

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: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Schedule 1

Trademarks

Mark	Registration No.	Serial No.	Country	Current Status
AMERICA'S RAIN GAUGE	3956183	85087147	US	LIVE
RAINWAVE	3680971	77476991	US	LIVE
RAINWAVE	3680970	77476982	US	LIVE
RAINGRAPH "YOUR RAIN BY THE MINUTE"	4369543	85564667	US	LIVE