

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trimble Navigation Limited		04/20/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GeoSpatial Innovations, Inc.		
Street Address:	11149 Research Boulevard		
Internal Address:	Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4158662	CORRIDOR ANALYST	
Registration Number:	3214601	POLESTAR	
Registration Number:	3716072	TL-PRO	
Registration Number:	3597486	TL-PRO DESIGN STUDIO	
CORRESPONDENCE DATA			
Fax Number:	4129181199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4129181100		
Email:	ipdocket@metzlewis.com		
Correspondent Name:	Barry I. Friedman		
Address Line 1:	535 Smithfield Street, Suite 800		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	2583/012		
NAME OF SUBMITTER:	Barry I. Friedman		
SIGNATURE:	/Barry I. Friedman/		
DATE SIGNED:	04/27/2016		
Total Attachments: 4			

CH \$115.00 4158662

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TRADEMARK ASSIGNMENT

This is an Assignment, having an effective date of April 20, 2016, by and between:

Trimble Navigation Limited, a California corporation, having an office and place of business at 935 Stewart Drive, Sunnyvale, California 94085 (the "Assignor"); and

GeoSpatial Innovations, Inc., a Texas corporation (hereafter "Assignee"), having an office and place of business at 11149 Research Boulevard, Suite 350, Austin, Texas 78759.

Assignor owns certain trademark, service mark and/or other rights in the names and/or marks identified or otherwise illustrated in Schedule A, hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all goodwill of Assignor's business associated with said Intellectual Property as set forth in Schedule A together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Assignor for damages by reason of past infringement of any trade or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned, all at Assignee's reasonable cost and expense. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Remainder of Page Blank; Signature Page Follows]

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

TRIMBLE NAVIGATION LIMITED

By: [Signature]
Name: James A. Kirkland
Title: Vice President

STATE OF CALIFORNIA :
COUNTY OF _____ : ss. Please See Attached Form.

On this _____ day of April, 2016, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Trimble Navigation Limited, a California corporation, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Trimble Navigation Limited.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

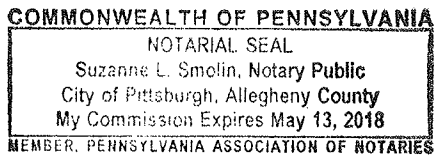
GEOSPATIAL INNOVATIONS, INC.

By: [Signature]
Name: Carl L. Livingood
Title: President

COMMONWELATH OF PENNSYLVANIA :
COUNTY OF ALLEGHENY : ss.

On this 20th day of April, 2016, before me, a Notary Public, the undersigned officer, personally appeared Carl L. Livingood, who acknowledged himself to be the President of GeoSpatial Innovations, Inc., a Texas corporation, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of GeoSpatial Innovations, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

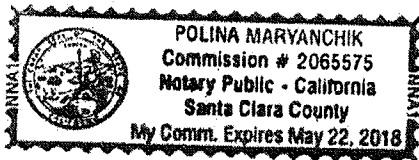
State of California)
County of Santa Clara)

On April 20, 2016 before me, Polina Maryanchik, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared James Anthony Kirkland
Name(s) of Signer(s)

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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SCHEDULE A

TRADEMARKS

MARK	COUNTRY	REGISTRATION #
CORRIDOR ANALYST	United States of America	4158662
POLESTAR	United States of America	3214601
POLESTAR	Australia	1364074
POLESTAR	Canada	TMA811106
TL-PRO	Australia	958872
TL-PRO	Brazil	825622018
TL-Pro	Canada	TMA787651
TL-Pro	India	1208683
TL-Pro	Peru	93634
TL-Pro	South Africa	200310281
TL-PRO	European Union	3237501
TL-Pro	United States of America	3716072
TL-PRO (English)	China	8397508
TL-Pro design studio	Australia	958874
TL-Pro Design Studio	Canada	tma761686
TL-Pro Design Studio	India	1208685
TL-Pro Design Studio	Peru	93829
TL-Pro Design Studio	United States of America	3597486
TL-PRO DESIGN STUDIO (Chinese Characters)	China	8397507

TRADEMARK