

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415651

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 Inc.		01/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Novanta Corporation		
Street Address:	125 Middlesex Turnpike		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3727293	ASTRA	
Registration Number:	2566222	THINGMAGIC	
Registration Number:	3763923	THINGMAGIC	
Registration Number:	3044886	MERCURY	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Ave		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	G0701.40000US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	02/10/2017		
Total Attachments: 6			

OP \$115.00 3727293

source=Assignment from Trimble Inc to Novanta Corporation#page1.tif
source=Assignment from Trimble Inc to Novanta Corporation#page2.tif
source=Assignment from Trimble Inc to Novanta Corporation#page3.tif
source=Assignment from Trimble Inc to Novanta Corporation#page4.tif
source=Assignment from Trimble Inc to Novanta Corporation#page5.tif
source=Assignment from Trimble Inc to Novanta Corporation#page6.tif

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment"), is entered into and made effective as of January 10, 2017, by and among Trimble Inc., a Delaware corporation ("Assignor,"") and Novanta Corporation, a Michigan corporation ("Assignee").

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of January 5, 2017 (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Assignment for recording with Governmental Entities.

C. Assignor owns the Assigned IP (as defined below).

D. This Assignment is being executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The parties hereto, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the trademark registrations set forth on Schedule 1 hereto (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages

all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Recording and Further Actions. Assignor authorizes the officials of Governmental Entities in any applicable jurisdiction to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of reasonable affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. The law of the State of Delaware shall govern this Assignment and all questions, claims, disputes or litigation concerning the construction, validity, interpretation and enforceability of this Assignment and the transactions contemplated hereby, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart. An executed signature page of this Assignment delivered by facsimile transmission or in a fixed electronic format such as PDF, will be as effective as an original executed signature page.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

8. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or the application of any such provision to any person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent

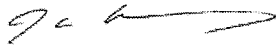
of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

[SIGNATURE PAGE FOLLOWS]

The parties hereto are signing this Assignment as of the date first set forth above.

ASSIGNOR:

TRIMBLE INC.

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

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005986 FRAME: 0198

The parties hereto are signing this Assignment as of the date first set forth above.

ASSIGNEE:

NOVANTA CORPORATION

By: 

Name: *Robert Buckley*

Title: *CFO*

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005986 FRAME: 0199

SCHEDULE 1

TRADEMARKS

Mark	Country	Status	Serial No Filing Date	Reg. No. Reg. Date
ASTRA	United States of America	Registered	77597847 Oct 22, 2008	3727293 Dec 22, 2009
THINGMAGIC	China	Registered	6925832 Aug 29, 2008	6925832 Aug 7, 2010
THINGMAGIC	China	Registered	6925831 Aug 29, 2008	6925831 Sep 21, 2010
THINGMAGIC	China	Registered	6925830 Aug 29, 2008	6925830 Sep 21, 2010
THINGMAGIC	European Union	Registered	007197486 Aug 28, 2008	007197486 May 26, 2009
THINGMAGIC	United States of America	Registered	76228952 Mar 15, 2001	2566222 Apr 30, 2002
THINGMAGIC	United States of America	Registered	77411590 Mar 3, 2008	3763923 Mar 23, 2010
MERCURY	United States of America	Registered	78423589 May 24, 2004	3044886 January 17, 2006

[Signature Page to Trademark Assignment]