

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidStates VRS, LLC		09/10/2020	Limited Liability Company: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	Trimble Inc.		
Street Address:	935 Stewart Drive		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4723224	MIDSTATES VRS	
Registration Number:	4723226	MIDSTATES VRS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303.295.8288		
Email:	docket@hollandhart.com, ljheld@hollandhart.com		
Correspondent Name:	Madelon L. Lapidus, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	109904.1015		
NAME OF SUBMITTER:	Madelon L. Lapidus		
SIGNATURE:	/Madelon L. Lapidus/		
DATE SIGNED:	04/13/2021		
Total Attachments: 4			
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EXHIBIT D

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated as of September 10, 2020 (the "Effective Date"), is made by and between MidStates VRS, LLC, a North Dakota limited liability company ("Assignor") and Trimble Inc., a Delaware corporation ("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 September 10, 2020, by and among Trimble, and certain other parties thereto (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, controversies, and claims 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 the same agreement.

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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:

MidStates VRS, LLC

By: David M. Scott
Name: David Scott
Title: President

TRIMBLE:

Trimble Inc.

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

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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.

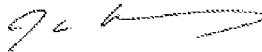
ASSIGNOR:

MidStates VRS, LLC

By: _____
Name: David Scott
Title: President

TRIMBLE:

Trimble Inc.

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

Schedule 1

Trademarks

Mark	Registration No.	Serial No.	Country	Current Status
MidStates VRS	4,723,224	86382794	USA	Registered
MidStates VRS	4,723,226	86382809	USA	Registered