

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675598

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.		07/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Iron Solutions, Inc.		
Street Address:	660 Bakers Bridge Ave		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4067986	DIGITAL DEALER	
Registration Number:	6373385	EASYSHARE	
Registration Number:	3901223	IRON BUILDER	
Registration Number:	3948327	IRON GUIDES	
Registration Number:	3901224	IRON HQ	
Registration Number:	5633630	IRONINDEX	
Registration Number:	2440079	IRON SEARCH	
Registration Number:	2440078	IRON SOLUTIONS	
Registration Number:	6165098	IRONAPPRAISER	
Registration Number:	5958693	IRONGUIDES	
Registration Number:	5626489	IRONTRENDS	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	2052541036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. BRANDON BROWNING		
Address Line 1:	Suite 1700		
Address Line 2:	1901 Sixth Avenue North		

CH \$290.00 4067986

TRADEMARK

Address Line 4:	BIRMINGHAM, ALABAMA 35203
ATTORNEY DOCKET NUMBER:	25356.0009
NAME OF SUBMITTER:	C. Brandon Browning
SIGNATURE:	/C. Brandon Browning/
DATE SIGNED:	09/20/2021
Total Attachments: 4 source=Assignment of Intellectual Property - Snapper (EXECUTED) (06040194x80C68)#page1.tif source=Assignment of Intellectual Property - Snapper (EXECUTED) (06040194x80C68)#page2.tif source=Assignment of Intellectual Property - Snapper (EXECUTED) (06040194x80C68)#page3.tif source=Assignment of Intellectual Property - Snapper (EXECUTED) (06040194x80C68)#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “Agreement”), dated as of July 9, 2021, but effective as of immediately prior to the Closing contingent on the Closing occurring, is entered into by and between Trimble Inc., a Delaware corporation (“Assignor”), and Iron Solutions, Inc., a Delaware corporation (“Assignee” and, together with Assignor, the “Parties”).

RECITALS

A. Randall-Reilly, LLC, a Delaware limited liability company (“Purchaser”), Assignor, and Assignee entered into that certain Share Purchase Agreement, dated as of June 9, 2021 (the “Purchase Agreement”), pursuant to which, among other things, Assignor agreed to sell to Purchaser, and Purchaser agreed to purchase from Assignor, the Shares, as more fully described in the Purchase Agreement.

B. Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title, and interest in and to the Marks, including all goodwill therein, identified on Exhibit A hereto (the “Acquired Intellectual Property”).

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of immediately prior to the Closing contingent on the Closing occurring, Assignor hereby assigns and transfers to Assignee, and Assignee hereby acquires from Assignor, all right, title and interest in and to the Acquired Intellectual Property and any common law rights of Assignor to the Acquired Intellectual Property, together with the goodwill of the business in connection with which the Acquired Intellectual Property is used and all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Acquired Intellectual Property, with the right to sue for and collect the same. Assignor shall, at Assignee’s expense, execute and deliver, at the reasonable request of Assignee, such further instruments of assignment and transfer, and take such other actions, as Assignee reasonably requests to more effectively consummate the foregoing.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of the Acquired Intellectual Property of Assignor to, and for the sole use and benefit of, Assignee, its successors, assigns, nominees, and legal representatives. Assignor hereby agrees that a copy of this Agreement will be deemed a full legal and formal equivalent of any assignment, consent to file, or similar document that could be required in any country as proof of the right of Assignee or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

3. The terms of the Purchase Agreement, including the Parties’ representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern

4. EXCEPT AS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR MAKES NO AND HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING ANY

WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. For clarity, the foregoing does not limit any rights, representations, warranties, covenants, indemnities, remedies or recourse under the Purchase Agreement.

5. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

6. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Section 12.6, Section 12.7, Section 12.9, Section 12.12, and Section 12.13 of the Purchase Agreement are hereby incorporated by reference as if they are fully repeated herein, *mutatis mutandis*.

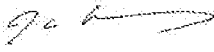
8. Capitalized terms used, but not defined, in this Agreement have the meanings given to such terms in the Purchase Agreement.

[Signature Page Follows]

Each of the Parties, intending to be legally bound, has caused an authorized representative of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

ASSIGNEE:

IRON SOLUTIONS, INC.

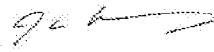
By: 

Name: James A. Kirkland

Title: President

ASSIGNOR:

TRIMBLE INC.

By: 

Name: James A. Kirkland

Title: Senior Vice President and General Counsel

Exhibit A

Acquired Intellectual Property

“Acquired Intellectual Property” means:

1. The Marks identified below, including the goodwill therein:

<u>Trademark</u>	<u>Record Owner</u>	<u>Filing/Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>	<u>Status</u>
DIGITAL DEALER	Trimble Inc.	4067986	12/6/11	US	Registered
EASYSHARE	Trimble Inc.	6373385	6/1/2021	US	Registered
EASYSHARE	Trimble Inc.	1970013		Canada	Pending
IRON BUILDER	Trimble Inc.	3901223	1/4/11	US	Registered
IRON GUIDES	Trimble Inc.	3948327	4/19/11	US	Registered
IRON HQ	Trimble Inc.	3901224	1/4/11	US	Registered
IRON INDEX	Trimble Inc.	5633630	12/18/18	US	Registered
IRON SEARCH	Trimble Inc.	2440079	4/3/01	US	Registered
IRON SOLUTIONS	Trimble Inc.	2440078	4/3/01	US	Registered
IRONAPPRAISER	Trimble Inc.	6165098	9/29/20	US	Registered
IRONGUIDES	Trimble Inc.	5958693	1/14/20	US	Registered
IRONTRENDS	Trimble Inc.	5626489	12/11/18	US	Registered
IRONTRENDS	Trimble Inc.	TMA1078512	05/14/20	Canada	Registered