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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM743157

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.	rimble Inc.		Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Protempis (USA) LLC	
Street Address:	3333 Warrenville Road, Unit 200	
City:	Lisle	
State/Country:	ILLINOIS	
Postal Code:	60532	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2597182	THUNDERBOLT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 214-661-5578

Email: uspt@polsinelli.com, jwillard@polsinelli.com

Correspondent Name: Adam C. Rehm **Address Line 1:** PO Box 140310

Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	117096-726627
NAME OF SUBMITTER:	Adam C. Rehm
SIGNATURE:	/Adam C. Rehm/
DATE SIGNED:	07/23/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("<u>Assignment</u>") is entered into as of May 6, 2022 (the "<u>Effective Date</u>"), by and between Trimble Inc., a Delaware Corporation ("<u>Assignor</u>"), for the benefit of Protempis (USA) LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, the Assignor is the current owner of the trademarks, trademark registrations and trademark applications identified on Exhibit A attached hereto ("Trademarks"); and

WHEREAS, the Assignor agrees to assign the Trademarks to Assignee and the Assignee agrees to accept all of Assignor's right, title, and interest in the Trademarks together with all goodwill symbolized by or associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. The Assignor hereby irrevocably transfers, sells, assigns, and conveys to the Assignee, its successors and assigns, all rights, title and interest for all countries in and to the Trademarks, including all common law rights therein and all applications to register and registrations thereof and the goodwill that they represent, and all right, title and interest thereto, on a world-wide basis. Assignor's Assignment to the Assignee shall include (i) all priority rights or claims based on U.S. or foreign law, international treaties and conventions, (ii) all rights of action of pertaining to the Trademarks, including, without limitation, the right to sue and collect damages and receive all other available remedies in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the Trademarks and/or the goodwill thereof, the right to secure registration of the Trademarks and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Trademarks, and (iii) reasonably available files and records relating to the foregoing after Assignor's good faith inquiry.
- 2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations, to issue the same to the Assignee, its successors, assigns and legal representatives, or to such nominees as the Assignee may designate. The Assignee hereby requests the Commissioner of Patents and Trademarks of the United States to record this Assignment in connection with the Trademarks referenced herein.
- 3. The Assignor agrees to execute and deliver to the Assignee such instruments of transfer and other documents and perform any other acts as Assignee may request that are reasonably necessary to effect the purposes of this Assignment and establish Assignee's rights in the Trademarks.

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TRADEMARK REEL: 007796 FRAME: 0226 IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

TRIMBLE INC.

By:

Name: James A. Kirkland

Title: Senior Vice President, General Counsel

and Secretary

IN WITNESS WI	HEREOF, the parties he	ereto have executed this a	Assignment as of the	Effective Dat
		ASSIGNOR:		

By:____

Name: Title:

TRIMBLE INC.

ACCEPTED:

PROTEMPIS (USA) LLC

Name: Drew Ladau

Title: Chief Executive Officer

EXHIBIT A

TRADEMARKS

Transferred Sun Trademarks

Country	Mark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Action
US	Thunderbolt	Registered	76142597 October 10, 2000	2597182 June 23, 2002	Trimble Inc.	Active

Unregistered Sun Trademarks

Bullet
RES720
ICM SMT 360
RES SMT 360
Mini-T
FreqOut
Acutime
Smart GNSS Assurance

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RECORDED: 07/23/2022

TRADEMARK REEL: 007796 FRAME: 0229