

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4275832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRIMBLE INC.	01/10/2017
RECEIVING PARTY DATA	
Name:	NOVANTA CORPORATION
Street Address:	125 MIDDLESEX TURNPIKE
City:	BEDFORD
State/Country:	MASSACHUSETTS
Postal Code:	01730
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	12698689
Application Number:	12611687
Application Number:	12611724
Application Number:	12425932
Application Number:	11559227
Application Number:	11559248
Application Number:	11459634
Application Number:	11455403
Application Number:	11455508
Application Number:	11422075
Application Number:	29246424
Application Number:	11265477
Application Number:	11206914
Application Number:	11171443
Application Number:	11167401
Application Number:	10448053
CORRESPONDENCE DATA	
Fax Number:	(315)218-8100
<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>	

PATENT

Phone: 3152188000
Email: bskpto@bsk.com
Correspondent Name: BOND SCHOENECK & KING, PLLC
Address Line 1: ONE LINCOLN CENTER
Address Line 2: DAVID L. NOCILLY
Address Line 4: SYRACUSE, NEW YORK 13202

NAME OF SUBMITTER: DAVID L. NOCILLY

SIGNATURE: /David L. Nocilly/

DATE SIGNED: 02/15/2017

Total Attachments: 7

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PATENT ASSIGNMENT

This **PATENT 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 Patents (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, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (collectively, the "Assigned Patents"):

(a) all patents and patent applications set forth on Schedule 1 hereto and all patents and patent applications generated from any of the applications listed on Schedule 1 (such as divisional applications, continuation applications, and national applications derived from regional applications);

(b) all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and

(c) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and 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 Patents 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 Patents. 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

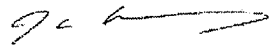
part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

[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 Patent Assignment]

PATENT
REEL: 041262 FRAME: 0312

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

ASSIGNEE:

NOVANTA CORPORATION

By:

Name:

Title:


Robert Buckley
CFD

[Signature Page to Patent Assignment]

PATENT
REEL: 041262 FRAME: 0313

SCHEDULE 1**PATENTS**

APPLICATION NUMBER	MATTER TYPE	DATE FILED	PATENT NUMBER	GRANT DATE	COUNTRY	TITLE
13/036,182	Utility	28-Feb-11	8330580	11-Dec-12	US	Methods and Apparatus for Operating a Radio Device
12/698,689	Utility	2-Feb-10	8576075	5-Nov-13	US	Methods and Apparatus for RFID Tag Placement
12/611,687	Utility	3-Nov-09	8446254	21-May-13	US	Methods and Apparatuses for RFID Tag Range Determination
12/611,724	Utility	3-Nov-09	8279112	2-Oct-12	US	Methods and Apparatuses For RFID Tag Range Determination
12/425,932	Utility	17-Apr-09	8196831	12-Jun-12	US	Systems And Methods For Power Supply Synchronization In Radio Frequency Identification (RFID) Readers
900300.5	Utility	11-Jun-07	GB2453289	16-Mar-11	GB	Methods and Apparatus for Synchronizing Wireless Communications; Radio Devices and Communications
11/559,227	Utility	13-Nov-06	8081063	20-Dec-11	US	Systems and Methods for Q Value Determination
11/559,248	Utility	13-Nov-06	8022814	20-Sep-11	US	Systems and Methods for Slot Classification
11/459,634	Utility	24-Jul-06	7683780	23-Mar-10	US	Methods and Apparatus for RFID Tag Placement
11/455,403	Utility	19-Jun-06	7961078	14-Jun-11	US	Methods and Apparatus for Operating a Radio Device
11/455,508	Utility	19-Jun-06	7999658	16-Aug-11	US	Methods and Apparatus for Operating a Radio Device

APPLICATION NUMBER	MATTER TYPE	DATE FILED	PATENT NUMBER	GRANT DATE	COUNTRY	TITLE
11/422,075	Utility	3-Jun-06	7706764	27-Apr-10	US	Systems and Methods for Active Noise Cancellation in an RFID Tag Reader
29/246,424	Design	10-Apr-06	D533178S	5-Dec-06	US	Radio Frequency Identification Tag Reader
11/265,477	Utility	3-Nov-05	7724141	25-May-10	US	Dynamically Reconfigurable Antennas for RFID Label Encoders/Readers
11/206,914	Utility	19-Aug-05	7453363	18-Nov-08	US	RFID Reader System Incorporating Antenna Orientation Sensing
11/171,443	Utility	1-Jul-05	7898391	1-Mar-11	US	Multi-Reader Coordination in RFID System
11/167,401	Utility	27-Jun-05	7773945	10-Aug-10	US	RFID Reader Front End
10/448,053	Utility	29-May-03	7075412	11-Jul-06	US	Methods and Apparatus for Operating a Radio Device