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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

03-13-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

03/10/2000 DNGUYEN 00000196 75803125

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FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of page of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

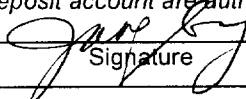
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jane I. Song
Name of Person Signing


Signature

2/2/00
Date Signed

*Hypertherm, Inc.
Etna Road, P.O. Box 5010
Hanover, NH 03755 USA
603-643-3441 Tel
603-643-5352 Fax*

Hypertherm

ASSET TRANSFER AGREEMENT

This is an Agreement dated as of December 31, 1999 (this "Agreement") between and among Hypertherm, Inc., a corporation organized under the laws of the State of New Hampshire ("Hypertherm"), Centricut, LLC, a limited liability company organized under the laws of the State of Delaware ("New Centricut") and Hypertherm Automation, LLC, a limited liability company organized under the laws of the State of Delaware ("New Automation").

WHEREAS, on October 1, 1999 (the "Closing Date"), pursuant to an Asset Purchase Agreement dated August 24, 1999 (the "Purchase Agreement") Hypertherm purchased certain assets and assumed certain liabilities relating to the business of design, development, manufacture, distribution and sale of metal cutting or welding equipment or supplies (including computer software) then operated by three New Hampshire limited liability companies named Centricut, LLC ("Old Centricut"), Centricut Manufacturing LLC ("Manufacturing") and Centricut Automation, LLC ("Old Automation");

WHEREAS, New Centricut and New Automation are wholly-owned subsidiaries of Hypertherm;

WHEREAS, Hypertherm wishes to transfer certain of the Purchased Assets and Assumed Liabilities (as used in this Agreement, such terms shall have the meanings set forth in the Purchase Agreement) to each of New Centricut and New Automation;

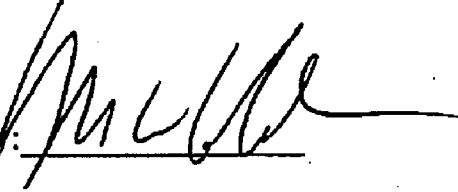
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereto agree as follows:

1. New Centricut. Hypertherm hereby transfers and assigns to New Centricut all of its right, title and interest in and to all Purchased Assets (other than real property, which has been transferred by separate instrument) and all Assumed Liabilities previously used in or pertaining to the business of Old Centricut or Manufacturing, together with all assets of whatever nature generated by such assets since the Closing Date. New Centricut hereby agrees to such transfer and assumes all liabilities and obligations pertaining to such Purchased Assets and Assumed Liabilities.

3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officer as of the date first above written.

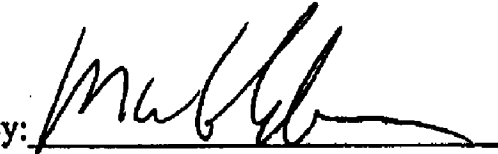
HYPERTHERM, INC.

By: 

CENTRICUT, LLC

By: 

HYPERTHERM AUTOMATION, LLC

By: 

[NOTARY JURAT APPEARS ON NEXT PAGE]

Asset Transfer Agreement

REDACTED

TRADEMARK
REEL: 002032 FRAME: 0899

STATE OF New Hampshire)
) ss.
COUNTY OF Grafton)

On December 21, 1999, before me
Susan S. Shykula (name, title of officer, e.g., "Jane Doe, Notary Public")

personally appeared Michael W. Golden
(name(s) of signer(s))

- personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity/ies, and that by
his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of
which person(s) acted, executed the instrument.

Witness my hand and official seal.

Susan S. Shykula
(Signature of Notary)

SUSAN S. SHYKULA
Notary Public - New Hampshire
My Commission Expires June 9, 2004

Asset Transfer Agreement

REDACTED

TRADEMARK
REEL: 002032 FRAME: 0900

STATE OF New Hampshire)
) SS.
COUNTY OF Grafton)

On December 21, 1999, before me
Susan S. Shykula (name, title of officer, e.g., "Jane Doe, Notary Public")

personally appeared Michael W. Golden
(name(s) of signer(s))

personally known to me -- OR --
 proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity/ies, and that by
his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of
which person(s) acted, executed the instrument.

Witness my hand and official seal.

Susan S. Shykula
(Signature of Notary)

SUSAN S. SHYKULA
Notary Public - New Hampshire
My Commission Expires June 9, 2004

Asset Transfer Agreement

REDACTED

TRADEMARK
REEL: 002032 FRAME: 0901

STATE OF New Hampshire)
) SS.
COUNTY OF Grafton)

On December 21, 1999, before me
Susan S. Shykula

(name, title of officer, e.g., "Jane Doe, Notary Public")

personally appeared Michael W. Golden
(name(s) of signer(s))

personally known to me - OR -
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