

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metalworking and Finance Group International S.A.		12/10/2001	CORPORATION: LUXEMBOURG

RECEIVING PARTY DATA	
Name:	Gilfin S.p.A.
Street Address:	Viale Cavallotti, 11
City:	Jesi (AN)
State/Country:	ITALY
Postal Code:	11-60035
Entity Type:	CORPORATION: ITALY

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2229972	MICROTEX

CORRESPONDENCE DATA	
Fax Number:	(703)413-2220
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-413-3000
Email:	tmdocket@oblon.com
Correspondent Name:	Jeffrey H. Kaufman
Address Line 1:	1940 Duke Street
Address Line 4:	Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	260120US-33
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DOMESTIC REPRESENTATIVE	
Name:	Jeffrey H. Kaufman
Address Line 1:	1940 Duke Street
Address Line 4:	Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:

Jeffrey H. Kaufman

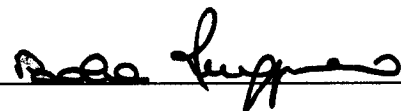
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I, Paola Ruggiero, of 10 Via Borgonuovo, MILAN, Italy, do
solemnly declare:

1. That I am well acquainted with the Italian and English
languages;
2. That this translation is an accurate translation from
Italian of the Trademark Assignment Contract of Deember
10th, 2001.

And I make this declaration conscientiously believing the
same to be true.

A handwritten signature in black ink, appearing to read 'Paola Ruggiero', is written over a horizontal line.

(Paola Ruggiero)

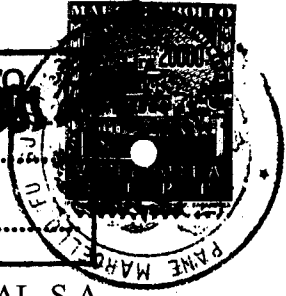
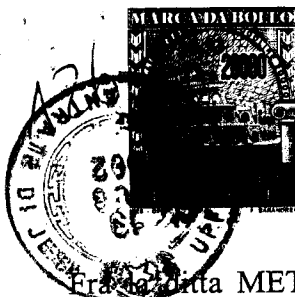
Milan, this 19th day of March, 2004.

Dott. Marcello Pane

Via Gramsci, 68 bis - 60035 Jesi (An)

Tel. 0731.20331.8 - Fax 0731.20331.9

e-mail: mpane@notariato.it



CONTRATTO di CESSIONE di MARCHIO

2

AL N° 28

Fra la ditta METALWORKING AND FINANCE GROUP INTERNATIONAL S.A.

(d'ora in poi CEDENTE) con sede in 17 rue Beaumont, L-1219 LUXEMBOURG, in persona dei suoi amministratori Angelo DE BERNARDI, licencié en sciences commerciales et financières, residente in UEBERSYREN (G.D. DI LUSSEMBURGO) e Marie-Fiore RIES-BONANI, employée privée, residente in ESCH/SUR/ALZETTE (G.D. DI LUSSEMBURGO) e la ditta GILFIN S.P.A. (d'ora in poi CESSIONARIA) con sede in Jesi (AN), viale Cavallotti n. 11, iscritta presso il Registro delle Imprese di Ancona al nr. di iscrizione e Codice Fiscale 00973080427, rappresentata da Vico Glauco

€ 1.291,11

così come indicato nella delibera del Consiglio di Amministrazione del 13/11/2001, ed in virtù dei poteri con la stessa conferiti, con la presente convenzione da valere ad ogni effetto di legge

si premette che

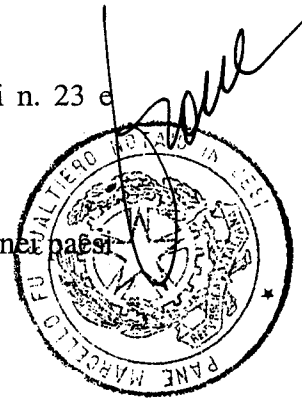
A) La Ditta CEDENTE è titolare della registrazione del marchio "MICROTEX" rilasciato dal Benelux-Markenbureau in data 02/04/1997, al n. 592977, su domanda di primo deposito del 29/11/1996 n. 883507, nonché della successiva estensione internazionale con registrazione presso l'OMPI del 29/11/1996 al n. 667083 con designazione dei paesi specificati all'Allegato 1.

250
129,11
8h, 13.
133,2h
258

Il marchio contraddistingue prodotti appartenenti alle classi internazionali n. 23 e 25.

La CEDENTE è inoltre titolare di registrazioni e domande di registrazione nei paesi indicati nel sopracitato Allegato 1.

B) Il marchio "MICROTEX" risulta concesso in licenza d'uso a società terza.



Tutto ciò premesso

si conviene quanto segue:

- 1) Le premesse e gli allegati costituiscono parte integrante del presente contratto.
- 2) La Ditta CEDENTE con il presente atto cede e vende alla Ditta CESSIONARIA, che accetta con effetto traslativo dalla data odierna, il marchio "MICROTEX" identificato nelle premesse, con tutti i diritti ed oneri derivanti, in tutte le sue domande di registrazione e registrazioni di marchi nazionali e internazionali di cui all'Allegato 1.
- 3) Il prezzo complessivo della cessione, nulla escluso, viene dalle parti convenuto ed accettato in complessive Euro 2.500.000 (duemilionicinquecentomila) che verrà corrisposto contestualmente alla stipula del presente contratto mediante bonifico su conto indicato dalla società CEDENTE.
- 4) La proprietà piena ed assoluta, il possesso e l'utile godimento della privativa relativa al marchio vengono conferiti alla CESSIONARIA con effetto dalla data odierna. Peraltro, in relazione al contratto di licenza d'uso attualmente in vigore, resta convenuto tra le Parti che la CEDENTE si impegna a risolverlo consensualmente con la controparte, con decorrenza a far data dal 01/01/2002. Conseguentemente spetteranno alla CEDENTE le royalties maturate fino al 31/12/2001 in virtù di detto contratto di licenza d'uso.
- 5) La Ditta CEDENTE garantisce la piena disponibilità del marchio "MICROTEX" in tutte le sue domande di registrazione e registrazioni di marchi di cui all'Allegato 1, garantendo la sua assoluta libertà da pigni, diritti reali di godimento a favore di terzi e da qualsiasi ulteriore vincolo ipotizzabile, ad eccezione di quanto precisato al punto B) delle premesse ed al precedente punto 4).



- 6) Il presente contratto, previa autenticazione delle firme, verrà registrato a cura e spese di parte CESSIONARIA, a tassa fissa, trattandosi di singolo bene strumentale sottoposto al regime di cui all'art. 3 comma 2 n. 2) del DPR 26/10/72 n. 633.
- 7) Le trascrizioni dell'odierna cessione presso i competenti Uffici Marchi Nazionali e Internazionali saranno successivamente eseguite a cura e spese della CESSIONARIA.

La presente convenzione, in triplice originale, viene oggi sottoscritta dalle parti contraenti come segue.

Li, *10/12/01*

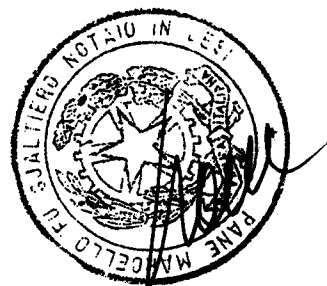
CEDENTE
METALWORKING AND FINANCE GROUP INTERNATIONAL SA.



A. DE BERNARDI



M-F RIES-BONANI



CESSIONARIA
GILFIN S.P.A.

Io sottoscritto Dott. *Jean SECKLER* notaio a *JUNGLINSTER* (G.D. di Lussemburgo) attesto che il Signor Angelo DE BERNARDI e la Signora Marie-Fiore RIES-BONANI della cui personale identità sono certo, hanno reso e sottoscritto in mia presenza il su esteso documento . Attesto inoltre che le suddette persone sono autorizzate ad impegnarsi per conto della società METALWORKING & FINANCE GROUP INTERNATIONAL S.A. con firma congiunta, e questo secondo lo statuto della società.
Lussemburgo, li *10.12.01*



REEL: 002960 FRAME: 0506



Allegato 1

- REGISTRAZIONE INTERNAZIONALE presso OMPI del 29/11/1996 con il nr. 667083, classi 23 e 25, con designazione dei seguenti Paesi: Benelux, Bielorussia, Bosnia-Erzegovina, Bulgaria, Cina, Corea, Croazia, Egitto, Fed. Russa, Francia, Germania, Italia, Kazakhstan, Kirghizistan, Lettonia, Liechtenstein, Macedonia, Marocco, Moldavia, Monaco, Polonia, Portogallo, Rep. Ceca, Romania, San Marino, Slovacchia, Slovenia, Spagna, Svizzera, Tagikistan, Ucraina, Ungheria, Uzbekistan, Yugoslavia.
- Registr. Nazionale in BENELUX del 02/04/1997 con il nr. 592977, classi 23 e 25
- Registr. Nazionale in BRASILE del 08/09/1999 con il nr. 819929891, classe L23.10
- Registr. Nazionale in BRASILE del 08/09/1999 con il nr. 819929921, classe L25.10 e L25.20
- Registr. Nazionale in DANIMARCA del 07/11/1997 con il nr. 4785/1997, classi 23 e 25
- Registr. Nazionale in ESTONIA del 30/09/1998 con il nr. 26838, classi 23 e 25
- Registr. Nazionale in GRAN BRETAGNA del 10/04/1997 con il nr. 2129181, classi 23 e 25
- Registr. Nazionale in GRECIA del 17/12/1998 con il nr. 132865, classi 23 e 25
- Registr. Nazionale in HONG KONG del 10/03/1998 con il nr. 2295/1998, classe 23
- Registr. Nazionale in HONG KONG del 25/06/1998 con il nr. 6435/1998, classe 25
- Registr. Nazionale in IRLANDA del 22/10/1999 con il nr. 206957, classi 23 e 25
- Registr. Nazionale in LITUANIA del 02/07/1999 con il nr. 33990, classi 23 e 25
- Registr. Nazionale in TUNISIA del 11/01/2000 con il nr. 970606, classi 23 e 25
- Registr. Nazionale in ARGENTINA del 05/08/1998 con il nr. 1677640, classe 23
- Registr. Nazionale in ARGENTINA del 07/03/2000 con il nr. 1777904, classe 23
- Registr. Nazionale in CANADA del 16/07/1998 con il nr. 497279, classe 23
- Registr. Nazionale in COLOMBIA del 26/12/1997 con il nr. 204497, classe 23
- Registr. Nazionale in COLOMBIA del 26/12/1997 con il nr. 204496, classe 25
- Registr. Nazionale in PERU' del 20/06/1997 con il nr. 36874, classe 23



TRADEMARK

REEL: 002960 FRAME: 0507

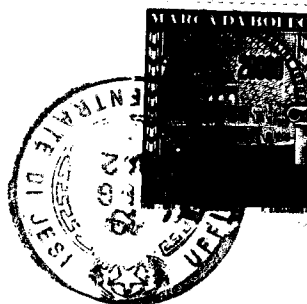
- Registraz. Nazionale in PERU' del 20/06/1997 con il nr. 36875, classe 25
- Registraz. Nazionale in USA del 09/03/1999 con il nr. 2229972, classe 25
- Registraz. Nazionale in CILE del 23/01/1998 con il nr. 502515, classe 23
- Registraz. Nazionale in CILE del 01/01/1998 con il nr. 502718, classe 25
- Domanda di Registraz. in URUGUAY del 21/05/1997 con il nr. 295534, classi 23 e 25
- Domanda di Registraz. in VENEZUELA del 19/05/1997 con il nr. 010017, classe 23
- Domanda di Registraz. in VENEZUELA del 19/05/1997 con il nr. 010018, classe 25
- Domanda di Registraz. in AUSTRALIA del 09/04/1998 con il nr. 759379, classi 23 e 25

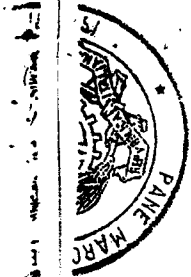


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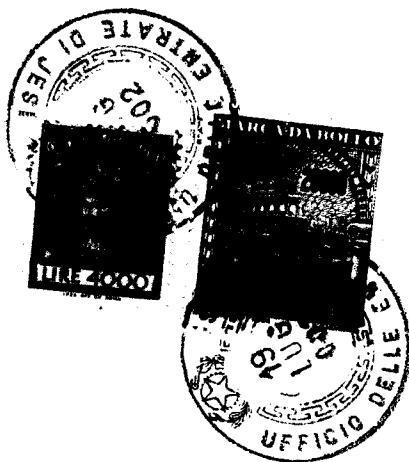
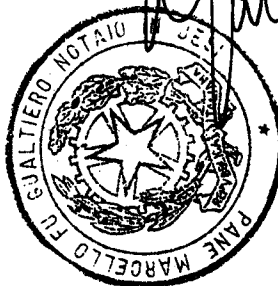


AUTENTICA DI FIRMA

N. 53107 DI REPERTORIO

Certifico io sottoscritto dott. Marcello Pane, notaio con residenza in Jesi, iscritto nel ruolo del Collegio Notarile del Distretto di Ancona, che il signor VICO GLAUCO, nato a Chiaravalle (AN) il 22 dicembre 1968, residente ad Agugliano (AN), via della Chiesa n. 5, commercialista, della cui identità personale io notaio sono certo, previa rinuncia con il mio consenso, all'assistenza dei testimoni, ha apposto in mia presenza la avanti estesa sua firma, in calce all'atto che precede, a margine degli altri fogli e nell'allegato, in Jesi, presso gli uffici della società "MITA S.r.l." in viale Cavallotti n. 11, oggi, ventisette dicembre duemilauno.

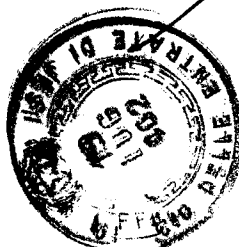
Marcello Pane



**AGENZIA DELLE ENTRATE
UFFICIO DI JESI**

La presente è copia conforme all'originale qui depositato e registrato al n. 28 mod. 2 SERIE
Vol. in data 10/01/2001

IL DIRETTORE



[Signature]

Notary Dr. MARCELLO PANE

TRADE-MARK ASSIGNMENT CONTRACT

Between the company METALWORKING AND FINANCE GROUP INTERNATIONAL S.A. (hereinafter referred to as ASSIGNOR) with registered office in 17, Rue Beaumont, L-1219 LUXEMBOURG, in the person of its directors Angelo DE BERNARDI, licencié en sciences commerciales et financières, residing in UEBERSYREN (Grand Duchy of Luxembourg) and Marie-Fiore RIES-BONANI, employée privée, residing in ESCH/SUR/ALZETTE (Grand Duchy of Luxembourg) and the company GILFIN S.P.A. (hereinafter referred to as ASSIGNEE) with registered office in Jesi (AN) Viale Cavallotti no. 11, recorded with the Company Register of Ancona under registration number and taxpayer's code 00973080427, represented by Vico Glauco as stated in the resolution of the Board of Directors dated 13th November 2001, and by virtue of the powers granted by the resolution, by this agreement to be asserted for any purpose of law

it is hereby stated that

A) The ASSIGNOR is the owner of the trade-mark registration "MICROTEX" issued by Benelux Markenbureau on 2nd April 1997 under no. 592977, upon application of first filing of 29th November 1996 no. 883507 as well as the following international extension registered

with OMPI on 29th November 1996 under no. 667083 with indication of the countries specified in the Enclosure 1.

The trade-mark distinguishes products pertaining to the international classes no. 23 and 25.

The ASSIGNOR is further the owner of registrations and registration applications in the countries specified in the aforesaid Enclosure 1.

B) Licence for use of the Trade-mark "MICROTEX" results to be granted to a third company.

That being stated,

it is hereby agreed what follows:

- 1) The premises and enclosures are integral part of this contract.
- 2) The ASSIGNOR hereby assigns and sells to the ASSIGNEE, which accepts with translative effect from this date, the trade-mark "MICROTEX", identified in the premises, with all the relevant rights and charges, in all its registration applications and registrations of national and international trade-marks as per the Enclosure 1.
- 3) The total price of the assignment, nothing excluded, is agreed and accepted by the parties in an overall amount of €2,500,000= (two million five hundred thousand) which will be paid at the same time as the

entering into of this contract by bank transfer on the account specified by the ASSIGNOR.

4) The full and absolute ownership, the possession and the useful enjoyment of the trade-mark are granted to the ASSIGNEE with effect from this date. On the other hand, as regards the licence contract for use at present in force, it is agreed between the Parties that the ASSIGNOR undertakes to rescind the said contract by mutual consent with the other party, starting from 1st January 2002. Consequently the royalties accrued up to 31st December 2001 shall be due to the ASSIGNOR by virtue of this licence contract for use.

5) The ASSIGNOR guarantees the full availability of the trade-mark "MICROTEX" in all its registration applications and registrations of trade-marks as per the Enclosure 1, guaranteeing they are absolutely free from any pledge, beneficial use in favour of third parties and any additional assumable lien, except for the statement at item B) of the premises and the previous item 4).

6) This contract, after the signature certification, shall be recorded at the ASSIGNEE's care and expenses, at a fixed rate, being the matter of single capital goods subject to the regime under art. 3 subsection 2 no. 2 of Presidential Decree 26th October 1972 no. 633.

7) The registrations of this assignment with the competent national and international Trade-Mark offices shall be carried out afterwards at the ASSIGNEE's care and expenses.

This agreement, in three originals, is today signed by the contracting parties as follows.

10th December 2001

ASSIGNOR

METALWORKING AND FINANCE GROUP INTERNATIONAL S.A.

A. DE BERNARDI (signed) - M-F RIES-BONANI (signed)

ASSIGNEE

GILFIN S.P.A. (signed)

I the undersigned Dr. Jean Seckler, Notary in Junglinster (Grand Duchy of Luxembourg) certify that Mr. Angelo DE BERNARDI and Mrs. Marie-Fiore RIES-BONANI, whose personal identity I hereby attest, have executed and signed in my presence this document.

I further certify that the aforesaid persons are authorized to bind themselves on behalf of the company METALWORKING AND FINANCE GROUP INTERNATIONAL S.A. by their joint signature, pursuant to the by-laws of the company.

Luxembourg, 10th December 2001

Signature and stamp of Notary Jean Seckler.

ENCLOSURE 1

- INTERNATIONAL REGISTRATION with OMPI of 29th November 1996 under no. 667083, classes 23 and 25, with indication of the following countries: Benelux, Byelorussia, Bosnia-Erzegovina, Bulgaria, China, Korea, Croatia, Egypt, Russian Federation, France, Germany, Italy, Kazakhstan, Kighizistan, Latvia, Liechtenstein, Macedonia, Morocco, Moldavia, Monaco, Poland, Portugal, Czech Republic, Romania, San Marino, Slovakia, Slovenia, Spain, Switzerland, Tagikhistan, Ukraina, Hungary, Uzbekhistan, Yugoslavia.
- National registration in BENELUX of 2nd April 1997 under no. 592977, classes 23 and 25;
- National registration in BRAZIL of 8th September 1999 under no. 819929891, class L23.10
- National registration in BRAZIL of 8th September 1999 under no. 819929921, classes L25.10 and L25.20
- National registration in DENMARK of 7th November 1997 under no. 4785/1997, classes 23 and 25
- National registration in ESTONIA of 30th September 1998 under no. 26838, classes 23 and 25
- National registration in GREAT BRITAIN of 10th April 1997 under no. 2129181, classes 23 and 25
- National registration in GREECE of 17th December 1998

- under no. 132865, classes 23 and 25
- National registration in HONG KONG of 10th March 1998 under no. 2295/1998, class 23
 - National registration in HONG KONG of 25th June 1998 under no. 6435/1998, class 25
 - National registration in IRELAND of 22nd October 1999 under no. 206957, classes 23 and 25
 - National registration in LITUANIA of 2nd July 1999 under no. 33990, classes 23 and 25
 - National registration in TUNISIA of 11th January 2000 under no. 970606, classes 23 and 25
 - National registration in ARGENTINA of 5th August 1998 under no. 1677640, class 23
 - National registration in ARGENTINA of 7th March 2000 under no. 1777904, class 25
 - National registration in CANADA of 16th July 1998 under no. 497279, class 23
 - National registration in COLOMBIA of 26th December 1997 under no. 204497, class 23
 - National registration in COLOMBIA of 26th December 1997 under no. 204496, class 25
 - National registration in PERU of 20th June 1997 under no. 36874, class 23
 - National registration in PERU of 20th June 1997 under no. 36875, class 25

- National registration in USA of 9th March 1999 under no. 2229972, class 25
- National registration in CHILE of 23rd January 1998 under no. 502515, class 23
- National registration in CHILE of 1st January 1998 under no. 502718, class 25
- National registration in URUGUAY of 21st May 1997 under no. 295534, classes 23 and 25
- National registration in VENEZUELA of 19th May 1997 under no. 010017, class 23
- National registration in VENEZUELA of 19th May 1997 under no. 010018, class 25
- National registration in AUSTRALIA of 9th April 1998 under no. 759379, classes 23 and 25.

[signatures]

SIGNATURE CERTIFICATION

NOTARY'S REG. No. 53107

I the undersigned Dr. Marcello Pane, Notary residing in Jesi, recorded with the Notarial Roll of Ancona District, certify that Mr. VICO GLAUCO, born in Chiaravalle (AN) on 22nd December 1968, residing in Agugliano (AN), via della Chiusa no. 5, commercial law expert, whose personal identity I the Notary attest, after waiver, with my authorization, of the witness presence, affixed in my presence his signature, at foot of the previous deed, in the margin of the other sheets and in the enclosure, in Jesi, in the offices of the company "MITA S.r.l.", Viale Cavallotti no. 11, today, twenty-seventh December two thousand and one.

Stamp and signature of Notary Marcello Pane.

Stamp: Revenue Office - Jesi - This copy is true with its original filed with this office and recorded under no. 28, 2nd series on 10th January 2001. The Manager (signed).

TRADEMARKS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark: MICROTEx DEVICE
Registration No.: 2.229.972
Granted: March 9, 1999
Class(es): 25

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

WHEREAS, by a deed of Assignment dated, GILFIN S.p.A. an Italian corporation located and doing business at Viale Cavallotti, 11 - 60035 JESI (AN), has acquired all right, title and interest in and to the above-identified trademark; GILFIN S.p.A. hereby makes the following appointments:

POWER OF ATTORNEY

GILFIN S.p.A. hereby appoints, Jeffrey H. Kaufman of OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C. whose postal address is 1940 Duke Street, ALEXANDRA, VIRGINIA 22314 as its attorneys to file this application, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office connected therewith and to receive all correspondence in connection with this registration.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C. whose postal address is 1940 Duke Street, ALEXANDRA, VIRGINIA 22314, is hereby designated Registrant's domestic representatives upon whom notices or process in proceedings affecting the mark may be served.

Dated:

By: X 
Name: NADIA GRASSI
Title: MANAGING DIRECTOR