

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honsberg Lamb Sonderwerkzeugmaschinen GmbH		04/22/2005	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Magus GmbH		
Street Address:	Grabenstrasse 42		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	6001		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2440168	MACH 1	
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-806-5400		
Email:	afisher@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	NEW YORK, NEW YORK 10038		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey J. Mann		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038		

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TRADEMARK

NAME OF SUBMITTER:	Jeffrey M. Mann
Signature:	/jeffrey m. mann/
Date:	05/09/2005
Total Attachments: 5 source=TM-Hongberg-Lamb_1#page1.tif source=TM-Hongberg-Lamb_2#page1.tif source=TM-Hongberg-Lamb_3#page1.tif source=TM-Hongberg-Lamb_4#page1.tif source=TM-Hongberg-Lamb_5#page1.tif	

TRADEMARK ASSIGNMENT

WHEREAS, HONSBURG LAMB SONDERWERKZEUGMASCHINEN GMBH, a corporation of the Federal Republic of Germany, located and doing business at Hastener Strasse 22-26 D-42855 Remscheid-Hasten, Federal Republic of Germany ("Assignor"), is the owner of the trademark and the record owner of the trademark application and registration set forth in Schedule A attached hereto and made a part hereof, as well as any other trademarks used by, applied for registration by, and/or registered by Assignor, and trade names used by Assignor (collectively, the "Trademarks"); and

WHEREAS, MAGUS GmbH, a company located and doing business at Grabenstrasse 42, 6001 Zug, Switzerland ("Assignee"), is desirous of acquiring all of Assignor's rights, title and interest in and to all the Trademarks, including the registrations and applications thereof, together with the goodwill of the businesses symbolized by the Trademarks being assigned;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase and Sale Agreement dated March 17, 2005, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to all the Trademarks, including the registrations and applications thereof, together with the goodwill of the businesses symbolized by the Trademarks being assigned; and in connection with any intent-to-use applications, Assignor also transfers to the Assignee, its successors and assigns, the business, or the portion of the business to which the Trademark pertains.

Assignor does also hereby sell, assign, transfer and set over unto Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

ASSIGNOR hereby covenants that ASSIGNOR has full right to convey the full and exclusive interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, documents, instruments and assignments, and to perform any other reasonable acts, at Assignee's sole cost and expense, that (1) the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in the Assignee; (2) may be required in states and countries foreign to the United States, to record Assignee as the owner of the Trademarks and registrations and applications herein assigned; and (3) the Assignee may require in any legal action that Assignee may take regarding the protection of the rights of Assignee in the Trademarks.

MAGUS GmbH

By: James Benjamin

Title: Executive Vice President

Date: 04-22-05

STATE OF NY)

: ss.:

COUNTY OF NY)

On the 22nd day of April, 2005, before me personally came James Benjamin, to me known, who being by me duly sworn, did depose and say that he holds the office of Executive Vice President of the Assignee described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said corporation.

Notary Public

Jeffrey M. Negrón

JEFFREY M. NEGRON
Notary Public, State of New York
No. 01NE6107707
Qualified in Queens County
Certificate Filed in New York County
Commission Expires May 24, 2008

SCHEDULE A

Country: US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date
MACHI	HON	Registered	1323	75772468	10-Aug-1999	2440168	03-Apr-2001

Owner: Honsberg

Classes: 7