

**TRADEMARK ASSIGNMENT**

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

CH \$40.00 2440168

**TRADEMARK**

NAME OF SUBMITTER:	Jeffrey M. Mann
Signature:	/jeffrey m. mann/
Date:	05/09/2005
<b>Total Attachments: 5</b> 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.

Assignor also agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

HONSBURG LAMB  
SONDERWERKZEUGMASCHINEN GMBH

By: *Cathy Younger*

Title: AUTHORIZED REPRESENTATIVE  
OF THE SHAREHOLDERS

Date: 4-21-05

STATE OF WA )

: ss.:

COUNTY OF )  
*Snohomish*

On the 21 day of April, 2005, before me personally came Cathy D. Younger to me known, who being by me duly sworn, did depose and say that he ~~holds the office of~~ <sup>is the authorized</sup> ~~rep. of the S/A~~ <sup>rep. of the S/A</sup> of the Assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said corporation.

*Lucia M. Linn*  
Notary Public



MAGUS GmbH

By: James Benjamin

Title: Executive Vice President

Date: 04-22-05

STATE OF NY )

: ss.:

COUNTY OF NY )

On the 22<sup>nd</sup> 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.

Jeffrey M. Negrón  
Notary Public

**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