

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R&B Machine Tool Company		04/22/2005	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2473048	R&B MACHINE TOOL
Registration Number:	2475320	R&B MACHINE TOOL

**CORRESPONDENCE DATA**

**Fax Number:** (212)806-2560  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**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 M. Mann  
**Address Line 1:** 180 Maiden Lane  
**Address Line 2:** Stroock & Stroock & Lavan LLP

**CH \$65.00 2473048**

Address Line 4: New York, NEW YORK 10038

NAME OF SUBMITTER:

Jeffrey M. Mann

Signature:

/jeffrey m. mann/

Date:

05/09/2005

Total Attachments: 5

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## TRADEMARK ASSIGNMENT

WHEREAS, R&B MACHINE TOOL COMPANY, a Michigan corporation located and doing business at 1705 Woodland Drive, Saline, Michigan 48176 ("Assignor"), is the owner of the trademarks and the record owner of the trademark applications and registrations as 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.

R&B MACHINE TOOL COMPANY

By: Cathy Younger

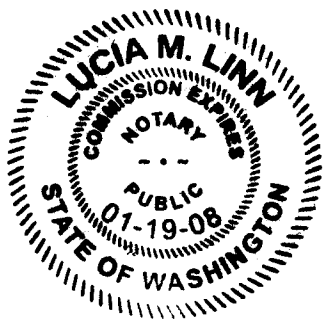
Title: SECRETARY

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 Secretary 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 Apr. 1, 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. 01NE0107707  
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
R&B Machine Tool	RBM	Registered	1329	75872175	15-Dec-1999	2473048	31-Jul-2001
Owner: R&B Machine Tool Company							
R&B Machine Tool (Design)	RBM	Registered	1334	75893676	15-Dec-1999	2475320	07-Aug-2001
Owner: R&B Machine Tool Company							