

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|------------------------------------|
| NABI Autobuszipari Reszvenytersasag (a/k/a NABI Bus Industries Rt.) | | 02/04/2006 | LIMITED LIABILITY COMPANY: HUNGARY |
| HVB Bank Hungary Zrt. (f/k/a HVB Bank Hungary Rt.) | | 02/04/2006 | Bank: HUNGARY |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | NABI Finance Holding Vagyonhasznosito Korlatolt Felelossegu Tarsasag (a/k/a NABI Finance Holding Asset Manager Limited Liability Company) |
| Street Address: | 1053 Budapest |
| City: | Karolyi Mihaly u. 12 |
| State/Country: | HUNGARY |
| Entity Type: | LIMITED LIABILITY COMPANY: HUNGARY |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2585619 | NORTH AMERICAN BUS INDUSTRIES NABI INC. |
| Registration Number: | 2784509 | COMPOBUS |
| Registration Number: | 2784514 | COMPOBUS |
| Registration Number: | 2828738 | NABI NORTH AMERICAN BUS INDUSTRIES RT. |

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

CH \$115.00 2585619

ATTORNEY DOCKET NUMBER:

014951.0676

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Daniel Angel, Esq. (014951.0676)

Signature:

/kc for da/

Date:

07/13/2006

Total Attachments: 5

source=Nabi Security Interest3#page1.tif

source=Nabi Security Interest3#page2.tif

source=Nabi Security Interest3#page3.tif

source=Nabi Security Interest3#page4.tif

source=Nabi Security Interest3#page5.tif

ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Assignment") is made and effective as of the date indicated below and is granted by and among NABI Autóbuszipari Részvénytársaság (a/k/a NABI Bus Industries Rt.), a Hungarian limited liability company, with offices at 1165 Budapest XVI, Ujszasz u. 45, Hungary ("Grantor") and HVB Bank Hungary Zrt. (f/k/a HVB Bank Hungary Rt.), a Hungarian bank, with offices at 1054 Budapest, Szabadság tér 5-6., Hungary ("Assignor") for the benefit of NABI Finance Holding Vagyonhasznosító Korlátolt Felelősségű Társaság (a/k/a NABI Finance Holding Asset Manager Limited Liability Company), a Hungarian limited liability company, with offices at 1053 Budapest, Karolyi Mihály u. 12, Hungary ("Assignee").

WHEREAS, Grantor owns all right, title and interest in and to the Pledged Collateral (as such term is herein defined);

WHEREAS, pursuant to that certain Security Agreement, dated April 21, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") by and among Grantor; Assignor, as security agent for certain Lenders (as defined in the Security Agreement); the Lenders described therein and the Noteholders (as defined therein); Lenders agreed to make loans and other financial accommodations to Grantor;

WHEREAS, pursuant to the Security Agreement, Grantor executed that certain Trademark Collateral Security and Pledge Agreement, dated as of April 21, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Assignor for the benefit of the Financiers (as defined therein), pursuant to which Grantor granted to Assignor a lien upon and security interest in, among other things, Grantor's respective right, title and interest in and to the trademark, and the application and registration thereto, listed on Schedule A, attached hereto, of Grantor, to secure the payment and performance of the Obligations (as defined in the Security Agreement) (collectively, the "Pledged Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2852/frame 409 on May 12, 2004; and

WHEREAS, pursuant to that certain Assignment Agreement, dated February 4, 2006, by and among Grantor, Assignor and Assignee, among others (the "Assignment Agreement"), Assignor agreed to assign to Assignee the Pledged Collateral (the "Assigned Interest").

WHEREAS, pursuant to the Assignment Agreement and the Mutual Release dated February 7, 2006, by and among Assignor and Assignee, among others (the "Mutual Release"), the applicable parties agreed that Assignor is to assign to Assignee the Assigned Interest, and all necessary parties waived the requirement of delivery to Assignor of any further instructions or written direction with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee, its successors and assigns, all of its right, title and interest throughout the world in

perpetuity in and to the Assigned Interest, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned Interest in Assignee, its successors, assigns, or other legal representatives.

Remainder of page intentionally left blank; signature pages follow.

IN WITNESS WHEREOF, Assignor and Grantor have caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 14th day of February 2006

HVB BANK HUNGARY ZRT.

| | | |
|--------|---------------------------|---------------------|
| By: | <u>Javor</u> | <u>Fabos</u> |
| Name: | <u>Balázs JÁVOR</u> | <u>Rudolf Fabos</u> |
| | <u>Deputy Head of</u> | |
| Title: | <u>Structured Finance</u> | <u>SPS</u> |

Te

ACKNOWLEDGED, AGREED AND
CONSENT GIVEN:

NABI AUTÓBUSZIPARI
RÉSZVÉNYTÉRSASAG (A/K/A NABI BUS
INDUSTRIES RT.)

By: 

Name: ANDRAS RACZ

Title: CEO

SCHEDULE A

U.S. Trademark Registrations

| <u>Mark</u> | <u>Reg. No.</u> |
|--|-----------------|
| NORTH AMERICAN BUS INDUSTRIES NABI INC. | 2,585,619 |
| COMPOBUS | 2,784,509 |
| COMPOBUS | 2,784,514 |
| NABI NORTH AMERICAN BUS INDUSTRIES RT. | 2,828,738 |

12