

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset and Land Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MB Quart GmbH		09/21/2005	Gesellschaft mit beschraenkter Haftung: GERMANY
RECEIVING PARTY DATA			
Name:	Maxxsonics Europe GmbH		
Street Address:	Neckarstrasse 20		
City:	Obrigheim		
State/Country:	GERMANY		
Postal Code:	74847		
Entity Type:	Gesellschaft mit beschraenkter Haftung: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78544967	THIRD ACOUSTICS	
Serial Number:	78544981	THIRD	
Serial Number:	78544984	THIRD ACOUSTICS GERMAN ENGINEERING	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.368.4000		
Email:	james.thiede@dlapiper.com		
Correspondent Name:	Christina L. Martini		
Address Line 1:	PO Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	358454-2		
DOMESTIC REPRESENTATIVE			

CH \$90.00 78544967

Name: Christina L. Martini
Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:	Christina L. Martini
Signature:	/CL Martini/
Date:	09/18/2006

Total Attachments: 3
source=mb quart gmbh to maxxsonics europe assignment doc#page1.tif
source=mb quart gmbh to maxxsonics europe assignment doc#page2.tif
source=mb quart gmbh to maxxsonics europe assignment doc#page3.tif

Die Grundbucheklärungen werden in deutscher Sprache in den Vertrag eingefügt. Der Notar wird beauftragt und bevollmächtigt, dem Grundbuchamt nur eine auszugsweise Ausfertigung der Passagen des Vertrages vorzulegen, die zum Vollzug im Grundbuch oder zum Nachweis von in dieser Urkunde erteilten Vollmachten erforderlich sind.

The persons appearing requested that the notary establish this record in English except for the declaration for the Land Register. The notary explained that, pursuant to Section 3 para. 1 no. 7 Notarisation Act (*Beurkundungsgesetz*), the law prohibits him from taking part in a notarisation if he or any of his partners acted as lawyers for one of the parties.

The persons appearing answered in the negative to the notary's question, whether he or one of his partners dealt with this matter before.

The persons appearing - acting as aforesaid - declared with the request for notarisation the following

Asset and Land Purchase Agreement

between

1. Rechtsanwalt Tobias Wahl in his capacity as Insolvency Administrator over the assets of MB Quart GmbH, Neckarstraße 20, 74847 Obrigheim,

- hereinafter referred to as the "Insolvency Administrator" or "Seller" or "Verkäufer"-

and

2. Fünfundsiebzigste TVG Vermögensverwaltungsgesellschaft mbH (in future: Maxxsonics Europe GmbH), registered in the commercial register of the Local Court (*Amtsgericht*) of Berlin Charlottenburg under registration number HR B 97567 B (in future: Local Court of Mosbach), with business address at Neckarstraße 20, 74847 Obrigheim, Germany,

- hereinafter referred to as the "Purchaser" or "Käufer"-

- Seller and Purchaser together referred to as the "Parties" -

1.2.3

1.2.4 All intangible assets including all patents, trademarks, domains, design patents, utility models, any pending applications, the right of continued usage of the company name, any and all goodwill and similar assets related to the Business, including but not limited to rights in commercial expertise, certificates of invention, inventions, copyrights, copyrighted material, mask works, trade secrets, know-how, inventions, designs, drawings, schematics, data models, verification and validation environments, technical documentation including laboratory logs, quality control documentation, equipment, testing procedures, manufacturing specifications and databases (including client and supplier databases), in process research and development, and administrative and marketing procedures and any other intangible assets not covered by intellectual property rights, as well as all portrayals of such items, such as contractual documents, documents concerning the organization of administration and marketing, supplier and customer documents, lists (including lists of customers, potential customers, licensees, potential licensees, suppliers and produce prices), marketing, advertising, design and other strategies, governmental authorizations and permits, written descriptions as well as correspondence and other business documents, including but not limited to the intangible assets listed in Schedule 1.2.4 (the "Intangible Assets"). The sale further includes any intangible assets not listed in Schedule 1.2.4, which are in the ownership of MB Quart and pertain to the Business on the Effective Date. The sale also includes all inchoate rights (*Anwartschaftsrechte*) regarding the purchase and/ or assignment of any intangible assets described in this clause as well as all usage rights and any other rights attached to any intangible assets described in this clause.

1.2.5

Section 16
Powers of Attorney

VOLLMACHT

Sämtliche Beteiligten erteilen hiermit unwiderruflich den Angestellten des Notars Jung, Neckarsteinach

- a) Frau Susanne Müller
- b) Frau Anna Sigg

jeder für sich allein Vollmacht, unter Befreiung von den Beschränkungen § 181 BGB, alle Anträge, Erklärungen und Bewilligungen abzugeben, entgegenzunehmen und mitzuteilen, die für den Vertragszweck notwendig oder nützlich sind, auch Löschung der Aufassungsvormerkung, wenn der Rücktritt vom Vertrag nachgewiesen ist.

Die Vollmacht ist übertragbar und soll durch den Tod nicht erlöschen.
Die Bevollmächtigten werden nur auf Weisung des Notars tätig und von diesem von der Haftung freigestellt.

Section 17
Certified copies, Copies

The parties apply for:

unbeglaubigte Kopie an das Finanzamt - Grunderwerbssteuerstelle -

auszugsweise Kopie an den Gutachterausschuss zur Kaufpreissammlung

begl. Kopien an:

- a) Verkäufer
- b) Käufer 2
- c) Stadt (Gemeinde) zur Erklärung über gesetzliche Vorkaufsrechte
- d) Grundbuchamt nach Eintragungsreife und dem Vorliegen der Eintragungsbedingungen (auszugsweise mit Aufassung)

Diese Niederschrift wurde mit Anlagen 4.1, 5.1.3, 8.1, 8.2 und 8.4 in Gegenwart des Notars den Erschienenen vorgelesen, von ihnen genehmigt und von ihnen sowie dem Notar eigenhändig wie folgt unterschrieben:

TOR: L...
[Signature]
[Signature]
[Signature]