

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farymann Diesel GmbH		09/22/2004	LLP: GERMANY

RECEIVING PARTY DATA	
Name:	Bukh-Farymann Diesel GmbH
Street Address:	Industriestrasse 19
City:	Lampertheim
State/Country:	GERMANY
Postal Code:	D-68623
Entity Type:	LLP: GERMANY

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	747829	FARYMANN DIESEL

CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 906-1200
Email:	miwako.burleigh@lw.com
Correspondent Name:	Steven Thal
Address Line 1:	Latham & Watkins LLP, 885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	036757-0001
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DOMESTIC REPRESENTATIVE	
Name:	Steven Thal
Address Line 1:	Latham & Watkins LLP, 885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022

CH \$40.00 747829

NAME OF SUBMITTER:

Miwako Burleigh

Total Attachments: 1

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of the 1st day of January, 2004 (the "Effective Date"), by and between Farymann Diesel GmbH ("Assignor") and Bukh-Farymann Diesel GmbH (the "Assignee").

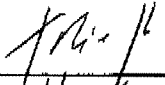
WHEREAS, in connection with certain insolvency proceedings, Assignee acquired from Assignor, among other things, U.S. Trademark Registration No. 747,829 for the FARYMANN DIESEL mark, and all common law and other rights relating thereto (collectively, the "Mark") and the goodwill appurtenant thereto; and

WHEREAS, the parties desire to enter into this Agreement in order to memorialize and confirm the rights of Assignee in and to the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in and to Mark, including but not limited to the goodwill appurtenant thereto and any and all rights to damages and profits, due or accrued, arising out of past, present and future infringements of any of the Mark, and the right to sue for and recover the same.

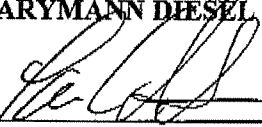
IN WITNESS WHEREOF, Assignee and Assignor have executed this Agreement as of the Effective Date by their duly authorized representatives.

FARYMANN DIESEL GMBH

By: 
 Print Name: Hoeker, Tobias
 Title: Official receiver
 Date: 22.09.04

Tobias Hoefler
 Rechtsanwalt
 68219 Mannheim, Soldnerstr. 2
 Telefon (06 21) 8 77 08-0

BUKH-FARYMANN DIESEL GMBH

By: 
 Print Name: SØREN CHRISTENSEN
 Title: PRESIDENT
 Date: 15.07.2004