

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cincinnati Machine, LLC		12/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MAG IAS, LLC
Street Address:	6015 Center Drive
City:	Sterling Heights
State/Country:	MICHIGAN
Postal Code:	48312
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77755303	CYCLO CUT
Serial Number:	77755334	CYCLO CUT
Registration Number:	3303110	ACE
Registration Number:	3303111	ACES
Registration Number:	0792894	CINCINNATI
Registration Number:	0897352	CINCINNATI
Registration Number:	2524243	CINCINNATI
Registration Number:	2519416	CINCINNATI
Registration Number:	2694520	CINCINNATI PLUS
Registration Number:	1916282	CINCRON
Registration Number:	0783985	CINTIMATIC
Registration Number:	1059001	CINTURN
Registration Number:	3836712	CYCLO COOL
Registration Number:	3836713	CYCLO COOL

OP \$540.00 77755303

Registration Number:	0248760	GAGE-MATIC
Registration Number:	2976501	HYPERMACH
Registration Number:	2465623	NIGHTHAWK
Registration Number:	2473048	R&B MACHINE TOOL
Registration Number:	2475320	R&B MACHINE TOOL
Registration Number:	2554025	U5
Registration Number:	1711190	VIPER

CORRESPONDENCE DATA

Fax Number: (248)689-4071
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2486893500
Email: rivard@reising.com
Correspondent Name: Brian L. Ribando
Address Line 1: P.O. Box 4390
Address Line 4: Troy, MICHIGAN 48099

ATTORNEY DOCKET NUMBER:	7522.3028.001
NAME OF SUBMITTER:	Brian L. Ribando
Signature:	/Brian L. Ribando/
Date:	01/05/2011

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of December 21, 2010 by **Cincinnati Machine, LLC**, a Delaware limited liability company having a principal place of business at 2200 Litton Lane, Hebron, Kentucky, 41048 ("Assignor") to **MAG IAS, LLC**, a Delaware limited liability company, having a principal place of business at 6015 Center Drive, Sterling Heights, Michigan 48312 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the relevant filing offices of certain countries as set forth on Schedule I (together with any other trademarks which Assignor has the right to acquire on the date of this Assignment which are directly relevant to Assignee's business, collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, in recognition of good and valuable consideration including, but not limited to, the consideration in connection with any agreements of company reorganization undertaken by Assignor and Assignee for the transfer of the Assigned Marks, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens or encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to the validity of this Assignment, its interpretation and effect, by the laws of the State of Michigan, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

Cincinnati Machine, LLC
By: [Signature]
Name: ELIZABETH SITTERLY
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF) WISCONSIN

:SS:

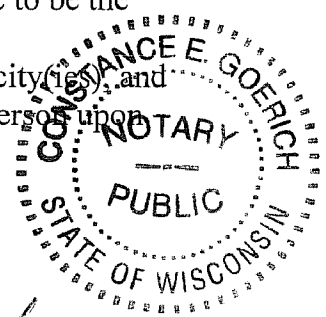
COUNTY OF) FOND DU LAC

On , December 21 , 2010 before me, the undersigned, personally appeared

ELIZABETH SITTERLY

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature] NOTARY PUBLIC
(signature and office of individual taking acknowledgment)



MAG IAS, LLC
By: [Signature]
Name: DAVID NOWICKI
Title: TRUSTEES ASSIST. SECRETARY

ACKNOWLEDGMENT

STATE OF) MICHIGAN

:SS:

COUNTY OF) MACOMB

On December 22 , 2010 before me, the undersigned, personally appeared

DAVID NOWICKI

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(signature and office of individual taking acknowledgment)

MARCIA D. MCCANN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2015
ACTING IN COUNTY OF MACOMB

Schedule I

Cincinnati Machine, LLC

Country	MARK	Serial No.	Filing Date	Reg. No.
USA	ACE	76/609695	08/27/2004	3303110
USA	ACES	76/609697	08/27/2004	3303111
USA	CINCINNATI	72/200328	08/21/1964	792894
USA	CINCINNATI	72/305313	08/16/1968	897352
USA	CINCINNATI (design)	75/936574	03/06/2000	2524243
USA	CINCINNATI (stylized)	75/936203	03/06/2000	2519416
USA	CINCINNATI PLUS	76/114870	03/11/2003	2694520
USA	CINCROK	74/572332	09/12/1994	1916282
USA	CINTIMATIC	72/193335	05/13/1964	783985
USA	CINTURN	73/081487	03/25/1976	1059001
USA	CYCLO COOL	77/762941	06/18/2009	3836712
USA	CYCLO COOL (design)	77/762944	06/18/2009	3836713
USA	CYCLO CUT	77/755303	06/09/2009	pending
USA	CYCLO CUT (design)	77/755334	06/09/2009	pending
USA	GAGE-MATIC	71/268604	06/25/1928	248760
USA	HYPERMACH	76/089277	07/14/2000	2976501
USA	NIGHTHAWK	76/058316	07/03/2001	2465623
USA	R&B MACHINE TOOL	75/872175	12/15/1999	2473048
USA	R&B MACHINE TOOL	75/893676	12/15/1999	2475320
USA	U5	76/089164	07/14/2000	2554025
USA	VIPER (stylized)	74/206405	09/23/1991	1711190
USA	PRECISE COMP	COMMON LAW		
USA	GEMINEX	Unfiled		

Benelux	CINCINNATI	003937	05/11/1971	030359
Canada	MAGNUM	781246	05/24/1995	490960
EPC	CINCINNATI	1282466	08/18/1999	1282466
France	CINCINNATI	50488	07/23/1968	1473458
Germany	MAGNUM	3951665.0	04/24/1995	39516650
Italy	CINCINNATI	21757C/68	03/13/1968	232718
Italy	MAGNUM	95C001712	05/23/1995	717296
New Zealand	CINCINNATI	86127	01/24/1968	86127
Spain	CINCINNATI	553063	01/20/1968	553063
UK	CINTERNAL	1207528	11/19/1983	1207528