

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Assets and Liabilities Agreement-		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pixar Technology Inc.		07/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pixar Technology Ltd.		
Street Address:	Maale Carmon 44		
City:	Karmiel		
State/Country:	ISRAEL		
Postal Code:	21613		
Entity Type:	LIMITED LIABILITY COMPANY: ISRAEL		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3641585	CDC200	
Registration Number:	3674857	GALILEO	
CORRESPONDENCE DATA			
Fax Number:	(212)370-1819		
Phone:	212 661 1400		
Email:	vtgiordano@vonmaltitz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	V.T. Giordano		
Address Line 1:	von Maltitz, Derenberg, Kunin et al		
Address Line 2:	60 East 42nd Street, Suite 2446		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	4500/		
DOMESTIC REPRESENTATIVE			
Name:	V.T. Giordano		

OP \$65.00 3641585

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**TRADEMARK
 REEL: 004637 FRAME: 0516**

Address Line 1: von Maltitz, Derenberg, Kunin et al
Address Line 2: 60 East 42nd Street, Suite 2446
Address Line 4: New York, NEW YORK 10165

NAME OF SUBMITTER:	V.T. Giordano
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Signature:	/V.T. Giordano/
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Date:	10/06/2011
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TRANSFER OF ASSETS AND LIABILITIES AGREEMENT

This Transfer of Assets and Liabilities Agreement (the "Agreement") is made and entered into as of the ____ day of July, 2008 (the "Effective Date") by and between Pixier Technology, Inc., a company (the "Corporation"), and Pixier Technology Ltd., a company incorporated under the laws of the State of Israel (the "Parent"). The Corporation and the Parent may be referred to collectively as the "Parties" and each as a "Party".

WHEREAS, the Board of Directors of the Parent has determined that the Parent enters into a Share Purchase Agreement (the "Share Purchase Agreement") by and among the Sellers (listed in Exhibit A to the Share Purchase Agreement) and Carl Zeiss SMS GmbH, a company incorporated under the laws of Germany ("Zeiss"), providing for the sale of one hundred percent (100%) of the issued and outstanding share capital of the Parent by Sellers to Zeiss; and

WHEREAS, pursuant to the Share Purchase Agreement, the Parent has undertaken to transfer all its interests in the Corporation and that immediately prior to such transfer the Corporation shall not have any assets; and

WHEREAS, the Board of Directors of the Corporation has determined that the Corporation shall transfer to the Parent all of its assets and liabilities before the Closing of the transactions contemplated by the Share Purchase Agreement;

NOW THEREFORE, in consideration of the terms and conditions herein contained, and intending to be legally bound hereby, the Parties agree as follows:

1. Effective as of the Effective Date, the Corporation shall transfer to the Parent all of its assets, which assets constitute of the following:
 - 1.1.
 - 1.2.
 - 1.3.and all of its liabilities which liabilities constitute of the following:
 - 1.4.
 - 1.5.
2. All amounts previously loaned to the Corporation by the Parent, unless otherwise specifically agreed by the Corporation and the Parent, shall be converted into 100 shares of Common Stock of the Corporation.
3. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Israel. The parties hereby consent and submit to the exclusive jurisdiction of the competent courts of Tel-Aviv over all matters relating to this Agreement.
4. Any term of this Agreement may be amended and the severance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Corporation and the Parent.
5. At any time and from time to time, each Party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to

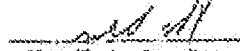
effectuate the purposes of this Agreement.

- 6. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assignees, heirs, executors, and administrators of the parties hereto.
- 7. This Agreement contains the entire agreement of the Parties and supersedes any and all prior agreements between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Transfer of Assets and Liabilities Agreement on the date first above written.


 Fixer Technology, Inc.

By: _____
 Title: Director


 Fixer Technology Ltd.

By: _____
 Title: Director