

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NABI Autobuszipari Reszvenytersasag (a/k/a NABI Bus Industries Rt.)	02/14/2006
RECEIVING PARTY DATA	
Name:	Nabi Gyarto es Kereskedelmi Korlatolt Felelossegu Tarsasag "bejegyzes alatt" (a/k/a NABI Manufacturing and Trading Limited Liability Company "under registration")
Street Address:	1053 Budapest
City:	Karolyi Mihaly u. 12
State/Country:	HUNGARY
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10519178
Application Number:	11172913
Application Number:	29232504
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Daniel Angel, Esq.
Address Line 1:	919 Third Avenue
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	014951/0676
NAME OF SUBMITTER:	Daniel Angel, Esq. (014951/0676)
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**PATENT**  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of February 14, 2006 (the "Effective Date") by and between 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 ("Assignor"), and NABI Gyártó és Kereskedelmi Korlátolt Felelősségű Társaság "bejegyzés alatt" (a/k/a NABI Manufacturing and Trading Limited Liability Company "under registration"), a Hungarian limited liability company, with offices at 1053 Budapest, Károlyi Mihály u. 12, Hungary ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to the Asset Transfer Agreement, dated February \_\_, 2006 (the "Purchase Agreement"), providing for, among other things, the sale of certain intellectual property by Assignor to Assignee, all upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor owns all right, title and interest in and to the those trademarks, and the registrations and applications thereto, set forth on Schedule A, attached hereto (the "Trademarks") and those patents, and the applications thereto, set forth on Schedule B, attached hereto (the "Patents", together with the Trademarks, the "Intellectual Property");

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Intellectual Property to Assignee, and Assignee desires to acquire same from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Transfer of Assets. Assignor, for good and valuable consideration, does hereby grant, bargain, sell, transfer, convey, assign, alienate, remise, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in, to and under all of the Intellectual Property together with the goodwill associated therewith and symbolized thereby, and the entire business and/or portion thereof to which the Intellectual Property pertains, and the right to sue and recover for all past, present and future infringements and other violations of the Intellectual Property, 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.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor will, at Assignee's sole cost and expense, 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 Intellectual Property in Assignee, its successors, assigns or other legal representatives. The parties do hereby acknowledge and affirm that the rights and remedies of each party with respect to the Intellectual Property are more fully set forth in the Purchase Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. To the extent the terms

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and conditions of the Purchase Agreement and the terms and conditions of this Assignment conflict, the terms and conditions of the Purchase Agreement shall govern.

4. Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon Assignee and Assignor, and the successors and assigns of Assignee and Assignor.

5. Section Headings. The section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

*Remainder of page intentionally left blank; signature pages follows.*

IN WITNESS WHEREOF, Assignor and Assignee have executed this  
Assignment as an instrument under seal as of the Effective Date.

ASSIGNOR:

NABI Autóbuszipari Részvénytársaság (a/k/a NABI Bus  
Industries Rt.)

By:



Name:

Title:

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of February 2006, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
[NOTARY SEAL]

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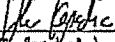
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4

ASSIGNEE:

NABI Gyártó és Kereskedelmi Korlátolt Felelősségű Társaság  
"bejegyzés alatt" (e/s/o NABI Manufacturing and Trading Limited  
Liability Company "under registration")

By:

  
Name: Ser Hafeez  
Title: Managing Director

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5

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of February 2006, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
[NOTARY SEAL]

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6

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6



Schedule A  
U.S. Trademark Registrations

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

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7

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7

Schedule B  
U.S. Patent Applications

<u>Title</u>	<u>App. No.</u>
Drive unit suspension structure, mainly for rear engine buses	10/519,178 ✓
Vehicle frame mainly for buses	11/172,913 ✓
Title not available	29/232,504 ✓

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8

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8