PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NE	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		AS	ASSIGNMENT			
CONVEYING PARTY DATA						
N				Execution Date		
ETM Precision Tools Manufacturing LTD. 07/06/2006						
RECEIVING PARTY DATA						
Name:	New Iscar Ltd.	New Iscar Ltd.				
Street Address:	P.O. Box 11					
City:	Tefen					
State/Country:	ISRAEL					
Postal Code:	24959					
PROPERTY NUMBERS Total: 5						
Property Type		Number				
Patent Number: 5		5028178				
Patent Number: 6390		390482				
Patent Number: 6394		394465				
Application Number: 1094		0943993	}			
Application Number: 11		10943993 11197510				
CORRESPONDENCE DATA						
Fax Number:	(703)918-	-2265				
Correspondence will b			the fax attempt is unsuccessful.			
Phone:	703-394-2					
Email:	0					
	Correspondent Name: Nanda K. Alapati					
Address Line 1:	P.O. Box 7037					
Address Line 2:	Womble Carlyle Sandridge & Rice					
Address Line 4:	Address Line 4: Atlanta, GEORGIA 30357-0037					
ATTORNEY DOCKET NUMBER:		801	84 9002			
				PATENT		
500127352			REEL: (017946 FRAME: 0616		

NAME OF SUBMITTER:	Nanda K. Alapati
Total Attachments: 5 source=ETMPatAssignwattach#page1.tif source=ETMPatAssignwattach#page2.tif source=ETMPatAssignwattach#page3.tif source=ETMPatAssignwattach#page4.tif source=ETMPatAssignwattach#page5.tif	

DEED OF PATENT ASSIGNMENT

This **DEED OF PATENT ASSIGNMENT** (this "Assignment"), dated as of **Dee** <u>6</u>, 2006, is by **ETM Precision Tools Manufacturing LTD.**, MIGDAL TEFEN 66, 24959, a company incorporated under the laws of the state of Israel and registered with the Israeli Companies' Registrar as company number 51-1217821-1 ("Assignor"), in favor of NEW ISCAR LTD., P.O. Box. 11, TEFEN, 24959, a company incorporated under the laws of the state of Israel and registered with the Israeli Companies' Registrar as company number 51-382961-4 ("Assignee").

WHEREAS, Assignor owns certain rights, title and interest in and to the patents, patent applications and other intellectual property rights ("Assigned IP Rights"), including those set forth on Schedule A attached hereto (the "Assigned Patents") and as set forth on Schedule B attached hereto (the "Assigned Applications").

WHEREAS, Assignee desires to acquire from Assignor all such rights, title and interest in and to the Assigned IP rights, including the Assigned Patents and the Assigned Applications.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and the parties hereto herby agree as follows:

1. <u>Assignment</u>. Assignor hereby assigns, transfers, grants, conveys and otherwise delivers to Assignee all right, title and interest in and to (a) the Assigned IP Rights, including the Assigned Patents and the Assigned Applications, including the right to sue and recover damages for past infringement; (b) all rights to apply for foreign patents based on the Assigned IP Rights, including the Assigned Patents and the Assigned Applications pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) any and all applications filed and any and all patents granted with respect to the Assigned IP Rights, including the Assigned Patents and Assigned Applications in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, reissue, renewal, extension or continuation-in-part of any of said applications; and (d) each and every reissue or extension of any of said patents.

2. <u>Further Assurances</u>. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and any other country. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers (and any other equivalent proceedings/ procedures/ documents as may be legally required in the United States or such country), and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Assigned IP Rights, including the Assigned Patents; (c) for filing and prosecuting sinvolving the Assigned Patents and the Assigned Applications; and (e) for legal proceedings involving the Assigned IP Rights, including the Assigned IP Rights, and any applications therefor and any patents granted thereon,

including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. <u>Terms</u>. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

[Signature Page Follows]

Execution Copy

IN WITNESS WHEREOF, this Assignment is executed by the undersigned duly authorized representative as of the year and date first set forth above.

the

Date: July 6th, 2006

ETM PRECISION TOOLS MANUFACTURING LTD.

By: Mr. Ephraim Holtzer. Name: _ Authorized Signatory. Title:

th Date: July Bth, 2006

NEW ISCAR LTD.

By: Name: Mr Jacoh Harpaz. Bound Title: Chairman of ko

SCHEDULE A

E.T.M. PRECISION TOOLS MFG LTD.

REGISTERED PATENTS

Number	Patent No.	Issue Date
1	5,028,178	2-Jul-91
2	6,390,482	21-May-02
3	6,394,465	28-May-02

ETM USA Registered Patents

SCHEDULE B

E.T.M. PRECISION TOOLS MFG LTD.

PATENT APPLICATIONS

Number	Application No.	Filing Date
1	10/943,993	20-Sep-04
2	11/197,510	5-Aug-05

ETM USA Patent Applications

PATENT REEL: 017946 FRAME: 0622

Page 1

RECORDED: 07/18/2006