

08-05-1998

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



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Execution Date
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Month Day Year

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ATTN: METROPOLITAN DIVISION

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IL

60603

City

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Domestic Representative Name and Address

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Area Code and Telephone Number (312) 876-1700

Name JANET A. STIVEN

Address (line 1) ROOKS, PITTS AND POUST

Address (line 2) 10 S. WACKER DR.

Address (line 3) SUITE 2300

Address (line 4) CHICAGO, IL 60606

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7

Application Number(s) or Patent Number(s)

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Patent Application Number(s)

08643806 08733614

08708649 60063447

08916522

Patent Number(s)

5311839 4632304 4659009

5218784 4534406 4829885

5653043 4638850 5522346

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

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Patent Cooperation Treaty (PCT)

Enter PCT application number
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PCT

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Enter the total number of properties involved. # 14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 560.00

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JANET A. STIVEN

Name of Person Signing

Janet A. Stiven

Signature

3/23/98

Date

PATENT

REEL: 9207 FRAME: 0598

PATENT SECURITY AGREEMENT

WHEREAS, THE GSI GROUP, INC., f/k/a GRAIN SYSTEMS, INC., a Delaware corporation ("Borrower"), owns, used and is using certain letters patent issued by the United States Patent and Trademark Office and/or pending applications therefor, as more fully described on Exhibit A attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, called the "Patent Rights"); and

WHEREAS, LASALLE NATIONAL BANK, a national banking association ("Bank"), intends to extend certain financial accommodations to Borrower pursuant to a certain Amended and Restated Loan and Security Agreement between Bank and Borrower dated as of even date herewith (the "Loan Agreement"); and

WHEREAS, in connection with the extension of such financial accommodations to Borrower pursuant to the Loan Agreement, Bank is desirous of acquiring said Patent Rights, subject to the terms and conditions set forth hereinbelow;

NOW, THEREFORE, in order to induce Bank to consummate the financial accommodations to Borrower provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby agree with Bank as follows:

1. Borrower hereby grants a security interest to Bank, its successors and assigns, in the entire right, title, and interest of Borrower in and to the Patent Rights, subject to termination only if: (i) all "Obligations" (as defined in the Loan Agreement) of Borrower are satisfied and paid as and when due and (ii) there shall have been terminated all commitments of Bank to Borrower or to any third party arising under the Loan Agreement; otherwise, the same shall remain in full force and effect, it being intended by Borrower and Bank that the Patent Rights shall serve as additional collateral security to Bank for the payment and performance of such "Obligations" and, accordingly, that this instrument shall be subject to the terms of the Loan Agreement and all related security agreements with respect to the "Collateral" (as defined in the Loan Agreement), which terms are herein incorporated by reference and made a part hereof.

2. Notwithstanding the foregoing, unless and until Bank exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Patent Rights, Borrower shall continue to own, and may use and enjoy, the Patent Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the collateral assignment herein contained.

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PATENT

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IN WITNESS WHEREOF, Borrower has caused this document to be
executed as of the 6th day of June, 1996.

THE GSI GROUP, INC.

By: *John C. [Signature]*
Title: CEO

Address of Borrower:

1004 East Illinois Street
Assumption, Illinois 62510

Address of Bank:

120 South LaSalle Street
Chicago, Illinois 60603
Attn: Metropolitan Division

FORM PTO-1619-A

Exhibit A

THE GSI GROUP

Schedule of U.S. Patents

Subject to Security Interest

**Under Second Amended and Restated Loan Agreement
dated as of November 5, 1997**

(Note- This Schedule includes certain U.S. Patent filings which were previously listed in Form PTO -1595 dated as of 6/24/96 and recorded on 6/28/96 on Reel Frame 8006/0690 in connection with the original grant of the security interest. The patents which were the subject of the earlier filing are marked with an *.)

Title: FEED INTAKE CUP *

Serial No.: 005905/08
Filing Date: 01/15/1993
Patent No.: 5335619
Issue Date: 08/09/1994

Title: POULTRY FEEDER

Serial No.: 991383/07
Filing Date: 12/15/1992
Patent No.: 5311839
Issue Date: 05/17/1994

Title: POULTRY FEEDER *

Serial No.: 126238/08
Filing Date: 09/24/1993
Patent No.: 5462017
Issue Date: 10/31/1995

Title: FEED INTAKE CUP APPARATUS *

Serial No.: 287141/08
Filing Date: 08/08/1994
Patent No.: 5474027
Issue Date: 12/12/1995

Title: AUGER DRIVE AND METHOD OF DRIVING AN AUGER *

Serial No.: 003408/60
Filing Date: 09/08/1995
Patent No.: N/A
Issue Date: N/A

Exhibit A to Form PTO-1619-A
The GSI Group

Title: FEED INTAKE CUP *

Serial No.: 329481/08
Filing Date: 10/26/1994
Patent No.: 5513597
Issue Date: 05/07/1996

Title: EGG ESCALATOR *

Serial No.: 503653/08
Filing Date: 07/18/1995
Patent No.: 5673649
Issue Date: 10/07/1997

Title: APPARATUS AND METHOD FOR SENSING LEVEL *
OF FLUENT SOLID MATERIAL

Serial No.: 538910/08
Filing Date: 10/04/1995
Patent No.: N/A
Issue Date: N/A

Title: POULTRY FEEDER *

Serial No.: 540579/08
Filing Date: 10/06/1995
Patent No.: N/A
Issue Date: N/A

Title: FEED CONVEYING APPARATUS

Serial No.: 643806/08
Filing Date: 05/06/1996
Patent No.: N/A
Issue Date: N/A

Title: AUGER DRIVE AND METHOD OF DRIVING AN AUGER

Serial No.: 708649/08
Filing Date: 09/05/1996
Patent No.: N/A
Issue Date: N/A

Title: POULTRY FEEDER

Serial No.: 916522/08
Filing Date: 08/22/1997
Patent No.: N/A
Issue Date: N/A

Exhibit A to Form PTO-1619-A
The GSI Group

Title: GRAIN BIN ROOF VENT *

Serial No.: 437893
Filing Date: 11/01/1982
Patent No.: 4480534
Issue Date: 11/06/1984

Title: SELF REGULATING GRAIN BIN WALL AIR SYSTEM *
& METHOD

Serial No.: 170902/07
Filing Date: 03/21/1988
Patent No.: 4885985
Issue Date: 12/12/1989

Title: APPARATUS FOR OPENING & CLOSING BIN LID
FROM BELOW

Serial No.: 811615/07
Filing Date: 12/23/1991
Patent No.: 5218784
Issue Date: 06/15/1993

Title: LATCHING APPARATUS FOR ACCESS COVERS ON BULK
STORAGE STRUCTURES *

Serial No.: 715436/07
Filing Date: 06/14/1991
Patent No.: 5135271
Issue Date: 08/04/1992

Title: ROOF VENT ASSEMBLY FOR GRAIN STORAGE BIN *

Serial No.: 782652/07
Filing Date: 10/25/1991
Patent No.: 5344363
Issue Date: 09/06/1994

Title: BIN FILL INDICATOR *

Serial No.: 004837/08
Filing Date: 01/19/1993
Patent No.: 5425329
Issue Date: 06/20/1995

Title: FLAME CONE FOR GRAIN BIN DRYER *

Serial No.: 182753/08
Filing Date: 01/14/1994
Patent No.: 5400525
Issue Date: 03/28/1995

Exhibit A to Form PTO-1619-A
The GSI Group

Title: GRAIN DRYER AND CONTROL SYSTEMS THEREFOR *

Serial No.: 193710/18
Filing Date: 02/09/1994
Patent No.: 5651193
Issue Date: 07/29/1997

Title: METERING GRAIN UNLOADER FOR TOWER DRYER *

Serial No.: 372234/08
Filing Date: 01/13/1995
Patent No.: 5566470
Issue Date: 10/22/1996

Title: GRAIN SAMPLER AND METHOD FOR BATCH GRAIN DRYER *

Serial No.: 515486/08
Filing Date: 08/15/1995
Patent No.: 5604996
Issue Date: 02/25/1997

Title: BATCH CROP DRYER AND METHOD OF BATCH CROP DRYING

Serial No.: 637832/08
Filing Date: 04/25/1996
Patent No.: 5653043
Issue Date: 08/05/1997

Title: METERING GRAIN UNLOADER & METHOD

Serial No.: 733614/08
Filing Date: 10/17/1996
Patent No.: N/A
Issue Date: N/A

Title: ELECTRONIC THERMOSTAT

Serial No.: 584398/06
Filing Date: 02/28/1984
Patent No.: 4632304
Issue Date: 12/30/1986

Title: THERMOSTAT

Serial No.: 625606/06
Filing Date: 06/28/1984
Patent No.: 4534406
Issue Date: 08/13/1985

Exhibit A to Form PTO-1619-A
The GSI Group

Title: ELECTRONIC THERMOSTAT

Serial No.: 683009/06
Filing Date: 12/18/1984
Patent No.: 4638850
Issue Date: 01/27/1987

Title: ENVIRONMENTAL CONTROL SYSTEM WITH HUMIDITY
CONTROL METHOD

Serial No.: 719743/06
Filing Date: 04/04/1985
Patent No.: 4659009
Issue Date: 14/21/1987

Title: GARMENT STRETCHER

Serial No.: 229260/07
Filing Date: 08/08/1988
Patent No.: 4829885
Issue Date: 05/16/1989

Title: LOG TOGGLE FORCE POULTRY WATERING VALVE

Serial No.: 159338
Filing Date: 10/14/1993
Patent No.: 5522346
Issue Date: 06/04/1996

Title: ADJUSTABLE UNLOADER FOR REGULATING THE AMOUNT
OF FEED CARRIED BY A FEED CONVEYOR

Serial No.: 063447/60
Filing Date: 10/29/1997
Patent No.: N/A
Issue Date: N/A