

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement
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CONVEYING PARTY DATA	
Name	Execution Date
The GSI Group, Inc.	08/01/2007

RECEIVING PARTY DATA	
Name:	UBS AG, STAMFORD BRANCH
Street Address:	677 WASHINGTON BLVD.
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 41	
Property Type	Number
Patent Number:	6470826
Patent Number:	6901881
Patent Number:	7004305
Patent Number:	6712021
Patent Number:	6457256
Patent Number:	6035544
Patent Number:	6050422
Patent Number:	6189235
Patent Number:	6233843
Patent Number:	6141886
Patent Number:	6073364
Patent Number:	6073367
Patent Number:	6076276
Patent Number:	5135271
Patent Number:	5400525

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Patent Number:	5651193
Patent Number:	5604996
Patent Number:	5718187
Patent Number:	5462017
Patent Number:	5344363
Patent Number:	5522346
Patent Number:	5653043
Patent Number:	5311839
Patent Number:	5218784
Patent Number:	6253705
Patent Number:	6502357
Patent Number:	6088929
Patent Number:	6098305
Patent Number:	6101742
Patent Number:	4829885
Patent Number:	5513597
Patent Number:	7090261
Patent Number:	7219689
Patent Number:	7222714
Patent Number:	5335619
Patent Number:	5566470
Patent Number:	5613339
Application Number:	10861185
Application Number:	11056954
Application Number:	11642942
Application Number:	60912851

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 019751-9001(GSI/USB)

PATENT

REEL: 019679 FRAME: 0515

NAME OF SUBMITTER:

Luke W. DeMarte

Total Attachments: 10

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Second Lien Patent Security Agreement

Second Lien Patent Security Agreement, dated as of August 1, 2007, by The GSI Group, Inc. ("Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of August 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnity obligations for which no claim has been made) and termination

of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.


SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE GSI GROUP, INC.

By: 
Name: Wm. J. Branch
Title: CEO

Second Lien Patent Security Agreement

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

U.S. Patents and Patent Applications:

OWNER	DESCRIPTION	PATENT OR APPLICATION NUMBER
The GSI Group, Inc.	Poultry Feeder	6,470,826
The GSI Group, Inc.	Two-stage drinker for a poultry watering system	6,901,881
The GSI Group, Inc.	Easily assemblable grain bin sweep	7,004,305
The GSI Group, Inc.	Water pressure regulator	6,712,021
The GSI Group, Inc.	Grain flow regulator for a grain dryer	6,457,256
The GSI Group, Inc.	Grain turner for tower grain dryer and method	6,035,544
The GSI Group, Inc.	Rotary sweep scalper	6,050,422
The GSI Group, Inc.	Grain flow regulator for a grain dryer	6,189,235
The GSI Group, Inc.	Wiper for a floor sweep assembly of a grain dryer associated method	6,233,843
The GSI Group, Inc.	Grain metering system for a grain dryer having improved grain flow angle configuration at grain column discharge opening	6,141,886

OWNER	DESCRIPTION	PATENT OR APPLICATION NUMBER
The GSI Group, Inc.	Wiper for a floor sweep assembly of a grain dryer which includes ultra-high molecular weight resin which contacts grain and grain shelf floor during rotation thereof	6,073,364
The GSI Group, Inc.	Floor sweep assembly for a grain dryer having support members and wipers which are spaced apart from each other by spacing members at intersections formed therebetween	6,073,367
The GSI Group, Inc.	Floor sweep assembly for a grain dryer having primary support members and ancillary support members which form a number of intersections with a wiper	6,076,276
The GSI Group, Inc.	Latching apparatus for access covers on bulk storage structures	5,135,271
The GSI Group, Inc.	Flame cone for grain bin dryer	5,400,525
The GSI Group, Inc.	Grain dryer and control system therefor	5,651,193
The GSI Group, Inc.	Grain sampler and method for batch grain dryer	5,604,996
The GSI Group, Inc.	Poultry feeder	5,718,187
The GSI Group, Inc.	Poultry feeder	5,462,017
The GSI Group, Inc.	Roof vent assembly for grain storage bin	5,344,363

OWNER	DESCRIPTION	PATENT OR APPLICATION NUMBER
The GSI Group, Inc.	Low toggle force poultry watering valve	5,522,346
The GSI Group, Inc.	Batch crop dryer and method of batch crop drying	5,653,043
The GSI Group, Inc.	Poultry feeder	5,311,839
The GSI Group, Inc.	Apparatus for opening and closing bin lid from below	5,218,784
The GSI Group, Inc.	Hog feeder with adjustable feed control gates	6,253,705
The GSI Group, Inc.	PVC wall panel system	6,502,357
The GSI Group, Inc.	Grain metering system for a grain dryer having improved grain column discharge opening and metering roll configuration	6,088,929
The GSI Group, Inc.	Grain metering system for a grain dryer which includes a pivotal grain support member positioned between a metering roll and a discharge opening of a grain column	6,098,305
The GSI Group, Inc.	Apparatus and method for metering grain in a grain dryer which utilizes a grain flow regulator	6,101,742
The GSI Group, Inc.	Ventilation system for animal enclosures	4,829,885
The GSI Group, Inc.	Feed conveying apparatus	5,513,597
The GSI Group, Inc.	Animal watering system with	7,090,261

OWNER	DESCRIPTION	PATENT OR APPLICATION NUMBER
	keyed components	
The GSI Group, Inc.	Automatically filling water regulator for animal watering systems	7,219,689
The GSI Group, Inc.	In-line slide gate for conveyor system	7,222,714
The GSI Group, Inc.	Animal watering system with keyed components	7,090,261
The GSI Group, Inc.	Feed intake cup	5,335,619
The GSI Group, Inc.	Metering grain unloader for tower dryer	5,566,470
The GSI Group, Inc.	Deck plank and cover	5,613,339
The GSI Group, Inc.	In-line feed supplement adding system	10/861,185
The GSI Group, Inc.	Portable control panel and associated docking station for controlling/powering components of structures at an agribusiness	11/056,954
The GSI Group, Inc.	Auger drive and method of driving an auger	60/003,408
The GSI Group, Inc.	Adjustable unloader for regulating the amount of feed carried by a feed conveyor	60/063,447
The GSI Group, Inc.	Hog feeder with adjustable feed control gates	60/087,836
The GSI Group, Inc.	Animal feeder	Not yet available

OWNER	DESCRIPTION	PATENT OR APPLICATION NUMBER
The GSI Group, Inc.	Floor sweep assembly for a grain dryer having primary support members and ancillary support members	11/642,942
The GSI Group, Inc.	Poultry feeder	60/912,851

FOREIGN AND STATE PATENTS:

Patents and Patent Applications:

OWNER	PATENT OR APPLICATION NUMBER	COUNTRY/STATE	DESCRIPTION
The GSI Group, Inc.	93/09350	ZA	Poultry feeder
The GSI Group, Inc.	56004	VE	Poultry feeder
The GSI Group, Inc.	13670	UY	Poultry feeder
The GSI Group, Inc.	9634	TH	Poultry feeder
The GSI Group, Inc.	173332	PL	Poultry feeder
The GSI Group, Inc.	20050291	MY	Animal watering system with keyed components
The GSI Group, Inc.	115298	MY	Poultry feeder
The GSI Group, Inc.	192165	MX	Poultry feeder
The GSI Group, Inc.	0231786	KR	Poultry feeder
The GSI Group, Inc.	0673196	IT	Poultry feeder
The GSI Group, Inc.	180979	IN	Poultry feeder

<u>OWNER</u>	<u>PATENT OR APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
The GSI Group, Inc.	107980	IL	Poultry feeder
The GSI Group, Inc.	ID0005329	ID	Poultry feeder
The GSI Group, Inc.	0673196	GB	Poultry feeder
The GSI Group, Inc.	0673196	FR	Poultry feeder
The GSI Group, Inc.	0673196	ES	Poultry feeder
The GSI Group, Inc.	0673196	EP	Poultry feeder
The GSI Group, Inc.	0677988	EP	Poultry feeder
The GSI Group, Inc.	0673196	DE	Poultry feeder
The GSI Group, Inc.	65790	CN	Poultry feeder
The GSI Group, Inc.	1244730	CA	Animal feeder
The GSI Group, Inc.	1244730	CA	Animal feeder
The GSI Group, Inc.	2126435	CA	Apparatus for opening and closing bin lid
The GSI Group, Inc.	2149545	CA	Poultry feeder
The GSI Group, Inc.	2150221	CA	Feed intake cup
The GSI Group, Inc.	2338012	CA	PVC wall panel system
The GSI Group, Inc.	2569538	CA	In-line feed supplement adding system
The GSI Group, Inc.	PI9307812	BR	Feed intake cup
The GSI Group, Inc.	PI93050658	BR	Poultry feeder
The GSI Group, Inc.	673036	AU	Poultry feeder

<u>OWNER</u>	<u>PATENT OR APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>DESCRIPTION</u>
The GSI Group, Inc.	249364	AR	Poultry feeder

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