

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
NDSSI IP Holdings, LLC	02/01/2013

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 S LaSalle Street
Internal Address:	Mail Code: IL4-135-05-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	7430163
Patent Number:	7248217
Patent Number:	7480515
Patent Number:	7826860
Patent Number:	7437139
Patent Number:	7623886
Patent Number:	7440412
Patent Number:	7719999
Patent Number:	7672396
Patent Number:	7417500
Patent Number:	7324794
Patent Number:	7733979
Patent Number:	8000376
Patent Number:	7978748

OP \$640.00 7430163

Patent Number:	8014486
Patent Number:	7965787

CORRESPONDENCE DATA

Fax Number: 6172484000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: tadmin@choate.com
 Correspondent Name: Elizabeth A. Walker
 Address Line 1: Two International Place
 Address Line 2: Choate Hall & Stewart LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2005936.0012
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NAME OF SUBMITTER:	Elizabeth A. Walker
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Total Attachments: 10
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AFTER-ACQUIRED PATENT SECURITY AGREEMENT

This AFTER-ACQUIRED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 1st day of February 2013, by and among the Persons listed on the signature pages hereof (collectively, the "Grantors" and each individually "Grantor"), and BANK OF AMERICA, N.A., in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 19, 2011 as amended and restated by that certain Amended and Restated Credit Agreement dated as of December 27, 2012, as amended by that certain Consent and First Amendment to Amended and Restated Credit Agreement dated as of January 14, 2013 (as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among GSI Group Inc. ("Holdings"), GSI Group Corporation, a Michigan corporation, as a borrower, certain subsidiaries of Holdings party thereto as "Guarantors," the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Grantors party hereto have agreed to become party to the Credit Agreement pursuant to the terms and conditions thereof and that certain Security Agreement, dated as of October 19, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this After-Acquired Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Administrative Agent, for the benefit each of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its United States patents and patent applications including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, and renewals of the foregoing;

(c) all income, license fees, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof;

(d) the right to sue for past, present and future infringements thereof; and

(e) all products and proceeds of the foregoing.

3. SECURITY FOR SECURED OBLIGATIONS. The Security Interest created hereby and by the Security Agreement secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to any of the Secured Parties, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in any Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Patent Collateral 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

6. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the

inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Cash Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Secured Hedge Agreements provided by Hedge Banks) other than (i) in respect of indemnification, expense reimbursement, yield protection or tax gross-up and contingent obligations in each case with respect to which no claim has been made and (ii) any Obligations under Secured Hedge Agreements that, at such time, are allowed by the applicable Hedge Bank to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

7. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

8. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. ADMINISTRATIVE AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.

9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. ADMINISTRATIVE AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NDS SURGICAL IMAGING, LLC

By: 

Name: Fred B. Parks

Title: Chief Executive Officer

NDSSI IP HOLDINGS, LLC

By: 

Name: Fred B. Parks

Title: Chief Executive Officer

NDS IMAGING HOLDINGS, LLC

By: 

Name: Fred B. Parks

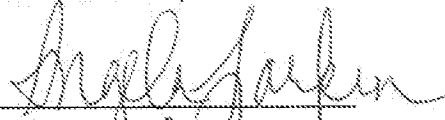
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 029792 FRAME: 0660

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED
BY:
BANK OF AMERICA, N.A.

By: 
Name: Angela Larkin
Title: Assistant Vice President

[SIGNATURE PAGE TO AFTER-ACQUIRED PATENT SECURITY AGREEMENT]

SCHEDULE I
to
AFTER-ACQUIRED PATENT SECURITY AGREEMENT

U.S. Patents and Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
NDSSI IP Holdings, LLC	United States	DATA STREAM TRANSMISSION PREPROCESSING	7,430,163	7/19/2004	9/30/2008
NDSSI IP Holdings, LLC	United States	AVERAGE EIRP CONTROL OF MULTIPLE ANTENNA TRANSMISSION SIGNALS	7,248,217	8/31/2005	7/24/2007
NDSSI IP Holdings, LLC	United States	SYNCHRONIZATION OF MEDIA ACCESS CONTROL (MAC) SUPERFRAMES	7,480,515	9/29/2005	1/20/2009
NDSSI IP Holdings, LLC	United States	SYNCHRONIZATION OF MEDIA ACCESS CONTROL (MAC) SUPERFRAMES	7,826,860	9/4/2008	11/2/2010
NDSSI IP Holdings, LLC	United States	METHOD AND APPARATUS FOR CALIBRATING FILTERING OF A TRANSCEIVER	7,437,139	10/26/2005	10/14/2008
NDSSI IP Holdings, LLC	United States	METHOD AND APPARATUS FOR TRANSMITTER CALIBRATION	7,623,886	12/14/2005	11/24/2009
NDSSI IP Holdings, LLC	United States	LINK QUALITY PREDICTION	7,440,412	3/13/2006	10/21/2008
NDSSI IP Holdings, LLC	United States	LINK QUALITY PREDICTION	7,719,999	9/4/2008	5/18/2010
NDSSI IP Holdings, LLC	United States	REDUCING IMAGE SPECTRAL LEAKAGE DUE TO I-Q IMBALANCE	7,672,396	6/22/2006	3/2/2010

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
NDSSI IP Holdings, LLC	United States	CONTROL OF AN ADJUSTABLE GAIN AMPLIFIER	7,417,500	6/19/2006	8/26/2008
NDSSI IP Holdings, LLC	United States	PHASE COMBINING DIVERSITY	7,324,794	9/29/2004	1/29/2008
NDSSI IP Holdings, LLC	United States	AVERAGE POWER CONTROL OF WIRELESS TRANSMISSION HAVING A VARIABLE DUTY CYCLE	7,733,979	3/21/2007	6/8/2010
NDSSI IP Holdings, LLC	United States	ADJUSTING A TRANSMIT TIME OF A WIRELESS DEVICE	8,000,376	1/22/2008	8/16/2011
NDSSI IP Holdings, LLC	United States	SYNCHRONIZATION BAND SELECTION OF A FREQUENCY HOPPING WIRELESS RECEIVER	7,978,748	12/11/2007	7/12/2011
NDSSI IP Holdings, LLC	United States	GENERATING A FREQUENCY SWITCHING LOCAL OSCILLATOR SIGNAL	8,014,486	3/27/2008	9/6/2011
NDSSI IP Holdings, LLC	United States	RECEIVING WIRELESS SIGNALS WITH MULTIPLE DIVERSITY SETTINGS	7,965,787	7/10/2008	6/21/2011
NDS Imaging Holdings, LLC	United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS	7,529,247	9/17/2003	5/5/2009
NDS Imaging Holdings, LLC	United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS USING A PLURALITY OF TEST PACKETS	7,876,692	12/17/2008	1/25/2011

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
NDS Imaging Holdings, LLC	United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS	7,911,963	4/29/2009	3/22/2011
NDS Imaging Holdings, LLC	United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS USING COARSE AND FINE TESTING PERIODS	7,468,948	10/28/2004	12/23/2008
NDS Imaging Holdings, LLC	United States	ENDPOINT PACKET SCHEDULING SYSTEM	7,339,923	10/31/2003	3/4/2008
NDS Imaging Holdings, LLC	United States	LOCAL AREA NETWORK CONTENTION AVOIDANCE	7,508,813	11/25/2003	3/24/2009
NDS Imaging Holdings, LLC	United States	NETWORK CONNECTION DEVICE	7,453,885	10/13/2004	11/18/2008
NDS Surgical Imaging, LLC	United States	METHOD AND SYSTEM FOR CORRECTION, MEASUREMENT AND DISPLAY OF IMAGES	12/883,004 2011-0063341	9/15/2010	Not Applicable
NDS Surgical Imaging, LLC	United States	ELECTRONIC COLOR AND LUMINANCE MODIFICATION	13/051,962 2012-0032971	3/18/2011	Not Applicable
NDS Surgical Imaging, LLC	United States	MONOCULAR STEREOSCOPIC ENDOSCOPE	11/644,033	12/22/2006	Not Applicable
NDS Surgical Imaging, LLC	United States	WIDE-VIEW DISPLAY SYSTEM FOR MEDICAL SURGICAL APPLICATIONS	11/715,711	3/7/2007	Not Applicable

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
NDS Surgical Imaging, LLC	United States	SYSTEM AND METHOD FOR ENHANCING LUMINANCE UNIFORMITY IN A LIQUID CRYSTAL DISPLAY DEVICE	11/809,033	5/30/2007	Not Applicable
NDS Surgical Imaging, LLC	United States	SYSTEM AND METHOD OF DOUBLING THE DRIVING FREQUENCY TO AN LCD PANEL WITH A LIVE VIDEO SOURCE	12/006,324	12/31/2007	Not Applicable
NDS Surgical Imaging, LLC	United States	SYSTEM AND METHOD OF TESTING A RESISTIVE TOUCHSCREEN SENSOR TO DETERMINE PROPER COVER LAYER CONSTRUCTION	12/009,006	1/15/2008	Not Applicable

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