

12-15-1999



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U.S. Department of Commerce
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/15/1999 TTOM11 00000094 1414606

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01 FC:481 40.00 OP
02 FC:482 25.00 OP

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TRADEMARK

REEL: 001998 FRAME: 0575

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75506195"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1414606"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stephanie Simmons Ray, Atty.

Name of Person Signing



Signature

11/24/99

Date Signed

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Trademark Security Agreement ("Security Agreement") entered into by and among THE GSI GROUP, INC., a Delaware corporation ("Borrower"), and LASALLE NATIONAL BANK, a national banking association ("Bank"), as agent, and signatory financial institutions (together, the "Banks"), in connection with the Loan Agreement (as hereinafter defined). Terms not otherwise defined herein shall have the meanings given in the Loan Agreement.

WHEREAS, the Banks intend to extend certain financial accommodations to Borrower pursuant to a certain Fourth Amended and Restated Loan and Security Agreement among the Banks and Borrower dated as of even date herewith, as it may be amended from time to time (the "Loan Agreement"); and

WHEREAS, in connection with the extension of such financial accommodations pursuant to the Loan Agreement, the Banks are desirous of acquiring a security interest in Borrower's Trademark Rights as defined below, subject to the terms and conditions set forth hereinbelow;

WHEREAS, the Borrower represents that it now possesses the sole and complete ownership rights to the Trademark Rights to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, managed, transferred, assigned or licensed any part of its rights in said Trademark Rights to any party other than the Banks.

NOW, THEREFORE, in order to induce the Banks to consummate the financial accommodations 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 Banks as follows:

Section 1.01. Grant of Security Interest . Borrower hereby grants a first priority security interest to Bank, as agent, its successors and assigns, in the entire right, title, and interest of Borrower in and to the following "Trademark Rights":

All trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of the Borrower, including but not limited to those set forth in Exhibit A and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licensor or licensee of said trademark ("Trademarks")

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 Banks to any party arising under the Loan Agreement; otherwise, the same shall remain in full force and effect, it being intended by Borrower and Banks that the Trademark Rights shall serve as collateral security to Banks 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.

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 Trademark Rights, Borrower shall continue to own, and may use and enjoy, the Trademark 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.

Section 2.01. No Liens, etc. The Borrower agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Trademarks or taken any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any of the Trademark registrations covered by this Security Agreement without the prior written agreement of the Bank.

Section 3.01. Borrower's Obligation to Maintain and Enforce Rights. The Borrower further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Bank:

(1) To take all actions necessary to properly maintain and renew all registrations for Trademarks which are or may become subject to the Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations for Trademarks (including the filing of a declaration of incontestability under §15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.

(2) To file new applications to register and protect under applicable law all Trademarks acquired by the Borrower but for which applications have not previously been filed or to take all other actions necessary to cause registrations for Trademarks to be issued as a result of said applications.

(3) To protect such Trademarks from infringement, unfair competition or dilution or dilution or damage by all appropriate actions including the commencement of legal action

to prevent and recover damages for said infringement and to defend such Trademarks from claims of infringement, unfair competition or damage including the defense of any legal actions making such claims.

Section 4.01. Reporting Requirements. The Borrower agrees to provide written semiannual reports to the Bank informing it of the status of all Trademarks subject to this Security Agreement including any new trademark registrations, trademark applications or related licenses.

Section 5.01. After Acquired Property. If the Borrower shall obtain rights to or become entitled to the benefit of any new trademarks, registered trademarks, trademark applications or licenses before its obligations to the Bank as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Borrower hereby authorizes the Bank to modify or update this Security Agreement accordingly.

Section 6.01. Events of Default. The failure by the Borrower to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Loan Agreement shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Borrower of appropriate written notice from the Bank, the Borrower hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Trademarks including but not limited to the assignment of all said Trademarks from the Borrower to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable law.

Section 7.01. Interpretation. This Security Agreement is subject to the terms and conditions of the Loan Agreement. Where any term in this Security Agreement may be inconsistent with any term in the Loan Agreement, the terms of the Loan Agreement shall control.

Section 8.01. No Waiver. The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

Section 9.01. Governing Law. The Security Agreement is to be governed by the law of the State of Illinois and is binding on the parties and their successors and assigns. The Borrower may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of the Bank.

Section 10.01. Severability. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

IN WITNESS WHEREOF, Borrower has caused this document to be executed as of the 4th day of February, 1999.

THE GSI GROUP, INC.

By: *Russell C. Hall*
Title: *Secretary*

Address of Borrower (Assignor):

1004 East Illinois Street
Assumption, Illinois 62510

Address of Bank (Assignee):

135 South LaSalle Street
Chicago, Illinois 60603
Attention: Metropolitan Division

Form PTO-1618A
EXHIBIT A

THE GSI GROUP, INC.
Schedule of U.S. Trademarks
Subject to Security Interest
Under Fourth Amended and Restated Loan Agreement
dated as of February 4, 1999

(Note- This Schedule includes certain U.S. trademark filings which were previously listed in Form PTO-1594 dated as of 6/24/96 and recorded on 6/28/96 on Reel Frame 1476/0564, in connection with the original grant of the security interest, and in Form PTO-1618A dated as of 11/05/97 and recorded on 3/25/98 on Reel Frame 1737/0103 in connection with an amendment to the schedule to the original grant of the security interest. The trademarks which were the subject of these earlier filings are marked with an *.)

<u>Trademark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
ADJUST-A-BAFFLE *	1221295	Dec. 12, 1982
AIRSTREAM *	1129899	Jan. 29, 1980
AUTO-AIR *	1225839	Feb. 1, 1983
CLARK	1414606	Oct. 21, 1986
CUMBERLAND *	1954422	Feb. 6, 1996
GRANDSTAND *	1172834	Oct. 13, 1981
GSI *	1939175	Dec. 5, 1995
GSI and Design *	1939356	Dec. 5, 1995
HI-LO *	1880383	Feb. 28, 1995
HOG DINER and Design *	1345631	July 2, 1985
MAXI-BRUTE *	1219884	Dec. 14, 1982
MINI-BRUTE *	1208117	Sept. 14, 1982

PIG DINER and
Design *

1347244

July 9, 1985

PIGGY DINER
and Design *

1391379

Apr. 29, 1986

Trademark

Serial No.

Application Date

GRAIN KING

75/506,195

June 24, 1998

108019.1

RECORDED: 11/29/1999

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REEL: 001998 FRAME: 0582