

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
David Manufacturing Co.		08/01/2007	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	677 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Banking Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1048001	STIRALL UNIDRIV	
Registration Number:	1076812	HI-CAP	
Registration Number:	2234021	STIR-ATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)222-0818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.222.0800		
<b>Email:</b>	smprosek@michaelbest.com		
<b>Correspondent Name:</b>	Luke W. DeMarte		
<b>Address Line 1:</b>	180 N. Stetson Avenue		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	019751-		
<b>NAME OF SUBMITTER:</b>	Luke W. DeMarte		

OP \$90.00 1048001

Signature:

/luke w. demarte/

Date:

08/13/2007

Total Attachments: 5

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## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of August 1, 2007, by The GSI Group, Inc. and David Manufacturing Co. (individually, a "Pledgor", and, collectively, the "Pledgors"), 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 Pledgors are 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 Pledgors are required to execute and deliver this Trademark 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 Pledgors hereby agree 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 Trademark Collateral. Each 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 of such Pledgor:

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark 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 Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each pledgor has caused this Trademark 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 Trademark Security Agreement

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**U.S. TRADEMARKS:**

Trademark Registrations and Applications:

OWNER	TRADEMARK	APPLICATION OR REGISTRATION NUMBER
The GSI Group, Inc.	ADJUST-A-BAFFLE	1,221,295
The GSI Group, Inc.	CUMBERLAND	1,954,422
The GSI Group, Inc.	HI-LO	1,880,383
The GSI Group, Inc.	DMC	2,770,967
The GSI Group, Inc.	AIRSTREAM	1,129,899
The GSI Group, Inc.	GRAIN KING	2,421,823
The GSI Group, Inc.	GRANDSTAND	1,172,834
The GSI Group, Inc.	GSI AND DESIGN	1,939,356
The GSI Group, Inc.	GSI	1,939,175
The GSI Group, Inc.	DRITEK	3,083,570
David Manufacturing Co.	STIRALL UNIDRIV	1,048,001
The GSI Group, Inc.	CLARK	1,414,606
David Manufacturing Co.	HI-CAP	1,076,812
David Manufacturing Co.	STIR-ATOR	2,234,021

**FOREIGN AND STATE TRADEMARKS**

Trademark Registrations and Applications:

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>
The GSI Group, Inc.	CUMBERLAND	764505	Taiwan
The GSI Group, Inc.	CUMBERLAND	720166	Taiwan
The GSI Group, Inc.	CUMBERLAND	1961987	Spain
The GSI Group, Inc.	CUMBERLAND	1961988	Spain
The GSI Group, Inc.	CUMBERLAND	495912	Mexico
The GSI Group, Inc.	CUMBERLAND	495913	Mexico
The GSI Group, Inc.	CUMBERLAND	658256	India
The GSI Group, Inc.	CUMBERLAND	658255	India
The GSI Group, Inc.	CUMBERLAND	450917	Canada
The GSI Group, Inc.	CUMBERLAND	818549700	Brazil