

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GSI GROUP INC.		07/23/2010	CORPORATION: CANADA
GSI GROUP CORPORATION		07/23/2010	CORPORATION: MICHIGAN
MES INTERNATIONAL INC.		07/23/2010	CORPORATION: DELAWARE
EXCEL TECHNOLOGY, INC.		07/23/2010	CORPORATION: DELAWARE
CAMBRIDGE TECHNOLOGY, INC.		07/23/2010	CORPORATION: MASSACHUSETTS
CONTINUUM ELECTRO-OPTICS, INC.		07/23/2010	CORPORATION: DELAWARE
CONTROL LASER CORPORATION (D/B/A BAUBLYS CONTROL LASER)		07/23/2010	CORPORATION: FLORIDA
THE OPTICAL CORPORATION		07/23/2010	CORPORATION: CALIFORNIA
PHOTO RESEARCH, INC.		07/23/2010	CORPORATION: DELAWARE
QUANTRONIX CORPORATION		07/23/2010	CORPORATION: DELAWARE
SYNRAD, INC.		07/23/2010	CORPORATION: WASHINGTON
MICROE SYSTEMS CORP.		07/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent
Street Address:	525 William Penn Place, 38th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15259
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3007832	CHIPTRIM
Registration Number:	2760758	DRILLSTAR

CH \$1315.00 3007832

Serial Number:	78731644	ENABLING TECHNOLOGY
Serial Number:	78731631	GSI
Serial Number:	78731636	GSI
Serial Number:	78731624	GSI GROUP
Registration Number:	2958968	GSI LUMONICS
Registration Number:	2921938	GSI LUMONICS
Registration Number:	2744378	HB
Registration Number:	2906383	LASERVIEW
Registration Number:	1241652	LIGHTWRITER
Registration Number:	1649349	LIGHTWRITER
Registration Number:	3017266	LIGHTWRITER
Registration Number:	1667518	PC-MARK
Registration Number:	2883125	SCRIBESMART
Registration Number:	2259707	SIGMACLEAN
Registration Number:	1375595	SOFTMARK
Registration Number:	1717813	SUPER SOFTMARK
Registration Number:	2770073	TRIMSMART
Registration Number:	3187870	VERSITRIM
Registration Number:	1200245	WAFERMARK
Registration Number:	2772375	
Registration Number:	2333705	POSITIONPRO
Registration Number:	2457724	MICROMAX
Registration Number:	2565632	PANTHER
Registration Number:	1695210	CONTINUUM
Registration Number:	1205975	INSTAMARK
Registration Number:	3125680	MICROE SYSTEMS
Registration Number:	2886781	MICROE SYSTEMS
Registration Number:	0945229	PRITCHARD
Registration Number:	0987821	SPECTRA
Registration Number:	1188492	LITEMATE
Registration Number:	1253696	PHOTO RESEARCH
Registration Number:	1262271	PR
Registration Number:	1262871	SPECTRASCAN
Registration Number:	1298453	SPOTMETER
Registration Number:	1475474	THE LIGHT MEASUREMENT PEOPLE

TRADEMARK

REEL: 004249 FRAME: 0492

Registration Number:	2219258	SPECTRAWIN
Registration Number:	2247912	VIDEO-WIN
Registration Number:	2747719	PHOTOWIN
Registration Number:	3223033	SPECTRADUO
Registration Number:	2427055	Q-MARK
Registration Number:	2355214	LASER COMMANDER
Registration Number:	1097990	QUANTRONIX
Registration Number:	0907880	QUANTRONIX
Registration Number:	1890922	SYNRAD
Registration Number:	1848154	POWER WIZARD
Registration Number:	2396260	FENIX
Registration Number:	2497086	FIRESTAR
Registration Number:	1620992	DUO-LASE
Registration Number:	2718303	EVOLUTION
Registration Number:	2229564	WINMARK PRO

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-856-8144
Email: ip@brownrudnick.com
Correspondent Name: Anil P. Ranganath
Address Line 1: One Financial Center
Address Line 2: Brown Rudnick LLP
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	28680/1
NAME OF SUBMITTER:	Anil P. Ranganath
Signature:	/Anil P. Ranganath/
Date:	07/28/2010

Total Attachments: 10
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GRANT OF SECURITY INTEREST

TRADEMARKS, PATENTS AND COPYRIGHTS

July 23, 2010

WHEREAS, GSI Group Inc. (the "Parent"), GSI Group Corporation (the "Company"), and each of the parties set forth on the signature pages hereto (together with the Parent and Company, each a "Grantor" and collectively, the "Grantors") hold all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), hold all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents"), and hold all right, title and interest in the copyrights listed on the annexed Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights");

WHEREAS, the Grantors have entered into a Security Agreement, dated as of July 23, 2010 (as amended, restated or otherwise modified from time to time the "Security Agreement"), The Bank of New York Mellon Trust Company, N.A., in its capacity as collateral agent (the "Grantee") to each of the Noteholders referred to below;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Holders (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, Patents, and Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant to the Grantee for the benefit of the Holders a continuing security interest in the Collateral to secure the prompt payment and performance of the Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

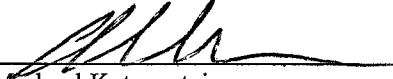
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IN WITNESS WHEREOF, each Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date set forth above.


GSI GROUP INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

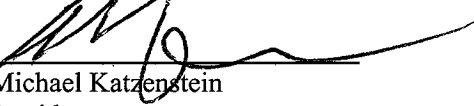
GSI GROUP CORPORATION

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer

MES INTERNATIONAL INC.

By: 
Name: Michael Katzenstein
Title: Chief Restructuring Officer


EXCEL TECHNOLOGY, INC.

By: 
Name: Michael Katzenstein
Title: President


[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 004249 FRAME: 0496

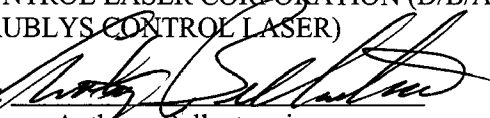
CAMBRIDGE TECHNOLOGY, INC.

By: 
Name: Anthony Bellantuoni
Title: Director

CONTINUM ELECTRO OPTICS, INC.

By: 
Name: Anthony Bellantuoni
Title: Director

CONTROL LASER CORPORATION (D/B/A
BAUBLYS CONTROL LASER)

By: 
Name: Anthony Bellantuoni
Title: Director

THE OPTICAL CORPORATION




By: 
Name: Anthony Bellantuoni
Title: Director

PHOTO RESEARCH, INC.

By: 
Name: Anthony Bellantuoni
Title: Director

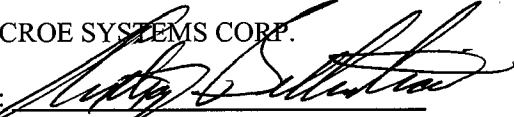
QUANTRONIX CORPORATION

By: 
Name: Anthony Bellantuoni
Title: Director

SYNRAD, INC.

By: 
Name: Anthony Bellantuoni
Title: Director

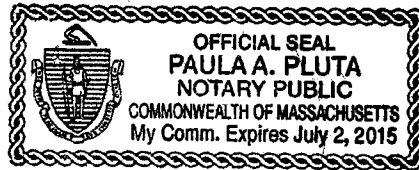
MICROE SYSTEMS CORP.

By: 
Name: Anthony Bellantuoni
Title: Director

[Signature Page to IP Security Agreement]

On this ~~2323rd~~ day of ^{July} _____, 2010, before me, the undersigned notary public, personally appeared Anthony Bellantuoni, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Paula A. Pluta (official signature and seal of notary)



[Notary Signature Page to IP Security Agreement]

On this 23rd day of July, 2010, before me, the undersigned notary public, personally appeared Michael Katzenstein, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Christopher M. Lau Kam (official signature and seal of notary)

CHRISTOPHER M. LAU KAMG
Notary Public, State of New York
No. 01LA6138897
Qualified in Kings County
Commission Expires December 27, 2013

[Notary Signature Page to IP Security Agreement]

TRADEMARK
REEL: 004249 FRAME: 0499

Schedule A - Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Record Owner</u>
GSI Group Corporation	United States	Chiptrim	3,007,832	8/8/2003	10/18/2005	GSI Group Corporation
GSI Group Inc.	United States	Drillstar	2,760,758	5/9/2001	9/9/2003	GSI Group Inc.
GSI Group Corporation	United States	Drillstar	2,760,758	5/9/2001	9/9/2003	GSI Group Corporation
GSI Group Corporation	United States	Enabling Technology	78/731644	10/12/2005	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	GSI (Word Only - Black)	78/731631	10/12/2005	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	GSI (Word Only - Blue)	78/731636	10/12/2005	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	GSI Group (Name Only)	78/731624	10/12/2005	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	GSI Lumonics (Block)	2,958,968	5/24/2002	6/7/2005	GSI Group Corporation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Record Owner</u>
GSI Group Corporation	United States	GSI Lumonics - Stylized	2,921,938	5/24/2002	2/1/2005	GSI Group Corporation
GSI Group Corporation	United States	HB - Design (Hummingbird)	2,744,378	1/16/2002	7/29/2003	GSI Group Corporation
GSI Group Corporation	United States	Laserview	2,906,383	6/12/2003	11/30/2004	GSI Group Corporation
GSI Group Corporation	United States	Lightwriter	1,241,652	2/8/1982	6/7/1983	Lumonics Marking Corp.
GSI Group Corporation	United States	Lightwriter	1,649,349	6/4/1990	7/2/1991	GSI Group Corporation
GSI Group Corporation	United States	Lightwriter	3,017,266	9/3/2003	11/22/2005	GSI Group Corporation
GSI Group Corporation	United States	PC-Mark	1,667,518	2/25/1991	12/10/1991	General Scanning, Inc.
GSI Group Corporation	United States	Scribesmart	2,883,125	1/16/2003	9/7/2004	GSI Group Corporation
GSI Group Corporation	United States	Sigmaclean	2,259,707	10/16/1995	7/6/1999	GSI Group Corporation
GSI Group Inc.	United States	Softmark	1,375,595	12/20/1984	12/17/1985	GSI Group Inc.

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Record Owner</u>
GSI Group Corporation	United States	Super Softmark	1,717,813	1/9/1992	9/22/1992	GSI Group Corporation
GSI Group Corporation	United States	Trimsmart (Block)	2,770,073	3/15/2002	9/30/2003	GSI Group Inc.
GSI Group Corporation	United States	Versitrim	3,187,870	8/8/2003	12/19/2006	GSI Group Corporation
GSI Group Corporation	United States	Wafermark	1,200,245	5/9/1980	7/6/1982	GSI Group Corporation
GSI Group Corporation	United States	Hummingbird (Design Only)	2,772,375	1/16/2002	10/7/2003	GSI Group Corporation
Cambridge Technology, Inc.	United States	Positionpro	2,333,705	1/26/1998	3/21/2000	Cambridge Technology, Inc.
Cambridge Technology, Inc.	United States	Micromax	2,457,724	4/29/1998	6/5/2001	Cambridge Technology, Inc.
Continuum Electro-Optics, Inc.	United States	Panther	2,565,632	4/16/1999	4/30/2002	Continuum Electro-Optics, Inc.
Continuum Electro-Optics, Inc.	United States	Continuum	1,695,210	11/17/1989	6/16/1992	Continuum Electro-Optics, Inc.
Control Laser Corporation	United States	Instamark	1,205,975	3/10/1981	8/24/1982	Control Laser Corporation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Record Owner</u>
MicroE Systems Corp	United States	MicroE Systems	3,125,680	6/7/2004	8/8/2006	MicroE Systems Corp
MicroE Systems Corp	United States	MicroE Systems	2,886,781	10/20/1999	9/21/2004	MicroE Systems Corp
Photo Research, Inc.	United States	Pritchard	0945,229	6/14/1971	10/17/1972	Photo Research, Inc.
Photo Research, Inc.	United States	Spectra	0987,821	10/6/1972	7/9/1974	Photo Research, Inc.
Photo Research, Inc.	United States	Light Mate	1,188,492	9/19/1980	2/2/1982	Photo Research, Inc.
Photo Research, Inc.	United States	Photo Research	1,253,696	7/9/1982	10/11/1983	Photo Research, Inc.
Photo Research, Inc.	United States	PR	1,262,271	7/9/1982	12/27/1983	Photo Research, Inc.
Photo Research, Inc.	United States	Spectrascan	1,262,871	7/8/1982	1/3/1984	Photo Research, Inc.
Photo Research, Inc.	United States	Spotmeter	1,298,453	7/9/1982	10/2/1984	Photo Research, Inc.
Photo Research, Inc.	United States	The Light Measurement People	1,475,474	5/26/1987	2/2/1988	Photo Research, Inc.
Photo Research, Inc.	United States	Spectrawin	2,219,258	4/15/1996	1/19/1999	Photo Research, Inc.

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Photo Research, Inc.	United States	Videowin	2,247,912	8/15/1995	5/25/1999	Photo Research, Inc.
Photo Research, Inc.	United States	Photowin	2,747,719	3/16/2000	8/5/2003	Photo Research, Inc.
Photo Research, Inc.	United States	SpectraAduo	3,223,033	6/8/2006	3/27/2007	Photo Research, Inc.
Quantronix Corporation	United States	Q-Mark	2,427,055	3/16/2000	2/6/2001	Quantronix Corporation
Quantronix Corporation	United States	Laser Commander	2,355,214	7/22/1999	6/6/2000	Quantronix Corporation
Quantronix Corporation	United States	Quantronix	1,097,990	3/23/1977	8/1/1978	Quantronix Corporation
Quantronix Corporation	United States	Quantronix	0907,880	1/23/1969	2/16/1971	Quantronix Corporation
Synrad, Inc.	United States	Synrad	1,890,922	3/31/1994	4/25/1995	Synrad, Inc.
Synrad, Inc.	United States	Power Wizard	1,848,154	4/30/1993	8/2/1994	Synrad, Inc.
Synrad, Inc.	United States	Fenix	2,396,260	4/28/1998	10/17/2000	Synrad, Inc.
Synrad, Inc.	United States	Firestar	2,497,086	12/29/1999	10/9/2001	Synrad, Inc.
Synrad, Inc.	United States	Duo-Lase	1,620,992	1/2/1990	11/6/1990	Synrad, Inc.
Synrad, Inc.	United States	Evolution	2,718,303	8/25/1998	5/27/2003	Synrad, Inc.
Synrad, Inc.	United States	Winmark Pro	2,229,564	5/7/1997	3/2/1999	Synrad, Inc.