

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: 1

Property Type	Number	Word Mark
Serial Number:	77917319	KATANA

CH \$40.00 77917319

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-856-8145
Email: ip@brownrudnick.com
Correspondent Name: Mark S. Leonardo
Address Line 1: One Financial Center
Address Line 2: BROWN RUDNICK LLP
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	29103/1
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	07/22/2011

Total Attachments: 7
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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.

#1755349


TRADEMARK
REEL: 004589 FRAME: 0159

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.

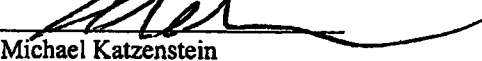
GSI GROUP INC.

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]

CAMBRIDGE TECHNOLOGY, INC.

By: 
Name: Anthony Bellantuoni
Title: Director

CONTINUUM 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

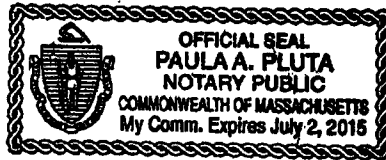
MICROE SYSTEMS CORP.

By: 
Name: Anthony Bellantuoni
Title: Director

[Signature Page to IP Security Agreement]

On this ~~23~~²³ 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 Kang (official signature and seal of notary)

CHRISTOPHER M. LAU KANG
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: 004589 FRAME: 0163

SCHEDULE A – REV. 2011

U.S. Trademarks and Trademark Applications

<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>
Quantronix Corporation	United States	Katana	77/917,319	1/21/2010	Not Applicable	Quantronix Corporation

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>	<u>Record Owner</u>
GSI Group Corporation	United States	Method and System for High-Speed, Precise, Micromachining an Array of Devices	2011-0108534	1/11/2011	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	Laser-based Method and System for Removing One or More Target Link Structures	2011-0062127	11/19/2010	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	Method and System for Laser Processing Targets of Different Types on a Workpiece	2010-0237051	6/3/2010	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	Method and System for High-Speed, Precise, Micromachining an Array of Devices	7,871,903	1/18/2011	Not Applicable	GSI Group Corporation

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application/Publication Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Record Owner</u>
GSI Group Corporation	United States	Method and System for High-Speed, Precise, Micromachining an Array of Devices	2010-0140239	12/22/2009	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	Method and System for High-Speed, Precise, Laser Trimming and Scan Laser for Use Therein	2009-0321396	7/8/2009	Not Applicable	GSI Group Corporation
GSI Group Corporation	United States	Method and System for Exposing Delicate Structures of a Device Encapsulated in a Mold Compound	2011-0089152	10/16/2009	Not Applicable	Control Laser Corporation