

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.		10/19/2011	CORPORATION: CANADA
GSI GROUP CORPORATION		10/19/2011	CORPORATION: MICHIGAN
MES INTERNATIONAL INC.		10/19/2011	CORPORATION: DELAWARE
EXCEL TECHNOLOGY, INC.		10/19/2011	CORPORATION: DELAWARE
CAMBRIDGE TECHNOLOGY, INC.		10/19/2011	CORPORATION: MASSACHUSETTS
CONTINUUM ELECTRO-OPTICS, INC.		10/19/2011	CORPORATION: DELAWARE
CONTROL LASER CORPORATION (D/B/A Baublys Contol Laser)		10/19/2011	CORPORATION: FLORIDA
THE OPTICAL CORPORATION		10/19/2011	CORPORATION: CALIFORNIA
PHOTO RESEARCH, INC.		10/19/2011	CORPORATION: DELAWARE
QUANTRONIX CORPORATION		10/19/2011	CORPORATION: DELAWARE
SYNRAD, INC.		10/19/2011	CORPORATION: WASHINGTON
MICROE SYSTEMS CORP.		10/19/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3007832	CHIPTRIM

900206171

**TRADEMARK
 REEL: 004653 FRAME: 0461**

OP \$1015.00 3007832

Serial Number:	78731631	GSI
Serial Number:	78731636	GSI
Registration Number:	2958968	GSI LUMONICS
Registration Number:	2921938	GSI LUMONICS
Registration Number:	1649349	LIGHTWRITER
Registration Number:	3017266	LIGHTWRITER
Registration Number:	2259707	SIGMACLEAN
Registration Number:	1375595	SOFTMARK
Registration Number:	1717813	SUPER SOFTMARK
Registration Number:	3187870	VERSITRIM
Registration Number:	1200245	WAFERMARK
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
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
Serial Number:	77917319	KATANA
Registration Number:	1890922	SYNRAD

	1848154	POWER WIZARD
Registration Number:	2396260	FENIX
Registration Number:	2497086	FIRESTAR
Registration Number:	1620992	DUO-LASE

CORRESPONDENCE DATA

Fax Number: (617)248-4000
 Email: tmadmin@choate.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	11/02/2011

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of October 2011, 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, 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 ("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 Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, 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"); 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 Trademark 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 TRADEMARK 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 Trademark 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 "Trademark Collateral");

(a) all of its United States trademark and service mark registrations and applications including those referred to on Schedule I, and all renewals thereof;

(b) all goodwill of the business connected with the use of, and symbolized by, each 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 or future infringements or dilutions thereof;

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

(e) all products and proceeds (as that term is defined in the UCC) of the foregoing.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term " Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

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 Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of

transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. **CONSTRUCTION.** This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark 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 Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark 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 TRADEMARK 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 TRADEMARK 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.

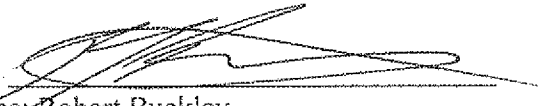
9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT 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 TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

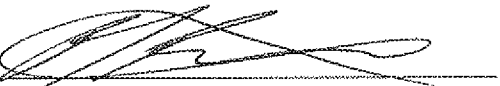
IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

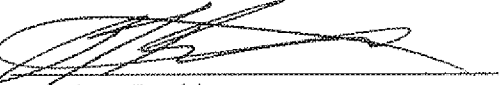
GSI GROUP INC.

By: 
Name: Robert Buckley
Title: Chief Financial Officer

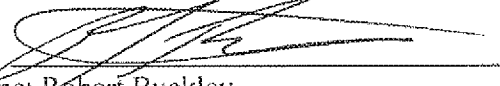
GSI GROUP CORPORATION

By: 
Name: Robert Buckley
Title: Chief Financial Officer

CAMBRIDGE TECHNOLOGY, INC.
CONTINUUM ELECTRO-OPTICS, INC.
CONTROL LASER CORPORATION
PHOTO RESEARCH, INC.
QUANTRONIX CORPORATION
SYNRAD, INC.

By: 
Name: Robert Buckley
Title: Assistant Secretary

MICROE SYSTEMS CORP.


By: 
Name: Robert Buckley
Title: Secretary

[Signature Page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED
BY:

BANK OF AMERICA, N.A.

By: 
Name: Roberto Salazar
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
GSI Group Corporation	Chiptrim	3,007,832	8/8/2003	10/18/2005
GSI Group Corporation	GSI (Word Only - Black)	78/731631	10/12/2005	Not Applicable
GSI Group Corporation	GSI (Word Only - Blue)	78/731636	10/12/2005	Not Applicable
GSI Group Corporation	GSI Lumonics (Block)	2,958,968	5/24/2002	6/7/2005
GSI Group Corporation	GSI Lumonics - Stylized	2,921,938	5/24/2002	2/1/2005
GSI Group Corporation	Lightwriter	1,649,349	6/4/1990	7/2/1991
GSI Group Corporation	Lightwriter	3,017,266	9/3/2003	11/22/2005
GSI Group Corporation	Sigmaclean	2,259,707	10/16/1995	7/6/1999
GSI Group Inc.	Softmark	1,375,595	12/20/1984	12/17/1985
GSI Group Corporation	Super Softmark	1,717,813	1/9/1992	9/22/1992
GSI Group Corporation	Versitrim	3,187,870	8/8/2003	12/19/2006

<u>Grantor</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
GSI Group Corporation	Wafermark	1,200,245	5/9/1980	7/6/1982
Cambridge Technology, Inc.	Micromax	2,457,724	4/29/1998	6/5/2001
Continuum Electro-Optics, Inc.	Panther	2,565,632	4/16/1999	4/30/2002
Continuum Electro-Optics, Inc.	Continuum	1,695,210	11/17/1989	6/16/1992
Control Laser Corporation	Instamark	1,205,975	3/10/1981	8/24/1982
MicroE Systems Corp	MicroE Systems	3,125,680	6/7/2004	8/8/2006
MicroE Systems Corp	MicroE Systems	2,886,781	10/20/1999	9/21/2004
Photo Research, Inc.	Pritchard	0945,229	6/14/1971	10/17/1972
Photo Research, Inc.	Spectra	0987,821	10/6/1972	7/9/1974
Photo Research, Inc.	Light Mate	1,188,492	9/19/1980	2/2/1982
Photo Research, Inc.	Photo Research	1,253,696	7/9/1982	10/11/1983
Photo Research, Inc.	PR	1,262,271	7/9/1982	12/27/1983
Photo Research, Inc.	Spectrascan	1,262,871	7/8/1982	1/3/1984
Photo Research, Inc.	Spotmeter	1,298,453	7/9/1982	10/2/1984

<u>Grantor</u>	<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Photo Research, Inc.	The Light Measurement People	1,475,474	5/26/1987	2/2/1988
Photo Research, Inc.	Spectrawin	2,219,258	4/15/1996	1/19/1999
Photo Research, Inc.	Videowin	2,247,912	8/15/1995	5/25/1999
Photo Research, Inc.	Photowin	2,747,719	3/16/2000	8/5/2003
Photo Research, Inc.	SpectraAduo	3,223,033	6/8/2006	3/27/2007
Quantronix Corporation	Q-Mark	2,427,055	3/16/2000	2/6/2001
Quantronix Corporation	Laser Commander	2,355,214	7/22/1999	6/6/2000
Quantronix Corporation	Quantronix	1,097,990	3/23/1977	8/1/1978
Quantronix Corporation	Quantronix	0907,880	1/23/1969	2/16/1971
Quantronix Corporation	KATANA	77917319	1/21/2010	Not Applicable
Synrad, Inc.	Synrad	1,890,922	3/31/1994	4/25/1995
Synrad, Inc.	Power Wizard	1,848,154	4/30/1993	8/2/1994
Synrad, Inc.	Fenix	2,396,260	4/28/1998	10/17/2000
Synrad, Inc.	Firestar	2,497,086	12/29/1999	10/9/2001
Synrad, Inc.	Duo-Lase	1,620,992	1/2/1990	11/6/1990