

## 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
NDSSI IP Holdings, LLC		02/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S LaSalle Street		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3533098	ZEROWIRE	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tadmin@choate.com		
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/		

OP \$40.00 3533098

Date:

02/11/2013

**Total Attachments: 7**

source=GSI after-acquired trademark security agreement#page1.tif

source=GSI after-acquired trademark security agreement#page2.tif

source=GSI after-acquired trademark security agreement#page3.tif

source=GSI after-acquired trademark security agreement#page4.tif

source=GSI after-acquired trademark security agreement#page5.tif

source=GSI after-acquired trademark security agreement#page6.tif

source=GSI after-acquired trademark security agreement#page7.tif

AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of February, 2013, 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 and restated by that certain Amended and Restated Credit Agreement dated as of December 27, 2012, as amended by that certain Consent and First Amendment to Amended and Restated Credit Agreement dated as of January 14, 2013 (as further 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, as a 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 Grantors party hereto have agreed to become party to the Credit Agreement pursuant to the terms and conditions thereof and 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") pursuant to the terms and conditions thereof; 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 After-Acquired 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 Trademark 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.

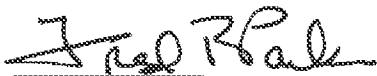
9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT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

NDS SURGICAL IMAGING, LLC

By:   
Name: Fred B. Parks  
Title: Chief Executive Officer

NDSSI IP HOLDINGS, LLC

By:   
Name: Fred B. Parks  
Title: Chief Executive Officer

NDS IMAGING HOLDINGS, LLC

By:   
Name: Fred B. Parks  
Title: Chief Executive Officer

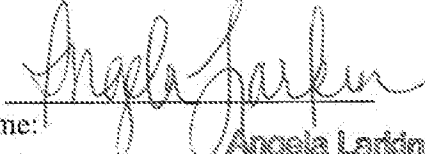
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004959 FRAME: 0760

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED  
BY:

BANK OF AMERICA, N.A.

By:   
Name: Angela Larkin  
Title: Assistant Vice President

[SIGNATURE PAGE TO AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004959 FRAME: 0761



SCHEDULE I  
TO  
AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Grantor</b>	<b>Mark</b>	<b>(Serial No.)/ Registration No.</b>	<b>(Filing Date)/Reg. Date</b>
NDS Surgical Imaging, LLC	RADIANCE	3134178	8/22/2006
NDS Surgical Imaging, LLC	DOME	1746867	1/19/1993
NDS Surgical Imaging, LLC	DOME	2142543	3/10/1998
NDS Surgical Imaging, LLC	VitalScreen	2637623	10/15/2002
NDS Surgical Imaging, LLC	INVITIUM	2767682	9/23/2003
NDS Surgical Imaging, LLC	ENDOVue	3742246	1/26/2010
NDS Surgical Imaging, LLC	ZEROWIRE	3986502	6/28/2011
NDS Surgical Imaging, LLC	Design Only (DOME)	4143992	5/15/2012
NDS Surgical Imaging, LLC	NDS SURGICAL IMAGING	3648029	6/30/2009
NDSSI IP Holdings, LLC	ZeroWire	3533098	11/18/2008
NDS Imaging Holdings, LLC	MediStream	77742375	Not Applicable

NY\5677189.2