

05-26-2005



Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

102914905

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-26-05

1. Name of conveying party(ies):

The GSI Group, Inc.

- Individual(s)
- General Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 16, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Capital Finance Corporation (Central),
Internal
 Address: as Agent
 Street Address: 150 S. Wacker Drive, Suite 2200
 City: Chicago
 State: IL
 Country: USA Zip: 60606

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship IL
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Exhibit A

B. Trademark Registration No.(s)
See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Kristin Brozovic
Signature

5/23/05

Date

05/31/2005 BYRME 00000003 1221295

Kristin Brozovic

Total number of pages including cover sheet, attachments, and document:

23

Name of Person Signing

01 FC:8521
02 FC:8522
03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exhibit A

Trademark	Application Number	Registration Number	Registration Date
ADJUST-A-BAFFLE	73-353053	1221295	12/21/82
AIRSTREAM	73-172803	1129899	1/29/80
CLARK	73-531672	1414606	10/21/86
CUMBERLAND	74-570053	1954422	2/6/96
DMC	76-398365	2770967	10/7/03
GRAIN KING	75-506195	2421823	1/16/01
GRANDSTAND	73-217957	1172834	10/13/81
GSI	74-459748	1939175	12/5/95
GSI and Design	74-533671	1939356	12/5/95
HI-LO	74-474918	1880383	2/28/95
PIGGY DINER and Design	73-558016	1391379	4/29/86
DRITEK	78-369367	N/A	N/A

TRADEMARK SECURITY AGREEMENT

(The GSI Group, Inc.)

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of May 16, 2005 by The GSI Group, Inc., a Delaware corporation having an office at 1004 East Illinois Street, Assumption, IL 62510 ("Borrower"), in favor of Wachovia Capital Finance Corporation (Central), an Illinois corporation, having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606, individually and as agent (in such capacity, "Agent") for itself and the lenders (the "Lenders") from time to time party to the Loan Agreement as hereinafter defined.

WITNESSETH:

WHEREAS, Agent and the Lenders have entered into that certain Loan and Security Agreement with Borrower, GSI Holdings Corp. and Assumption Leasing Company, Inc. (including all annexes, exhibits and schedules thereto, and as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"); capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), pursuant to which Agent and the Lenders may make loans and provide other financial accommodations to Borrower and Borrower will grant a security interest in substantially all of its assets to Agent for the benefit of the Lenders; and

WHEREAS, the Lenders have required, as a condition to the extension of credit to Borrower under the Loan Agreement, that Borrower shall grant to Agent for its benefit and the ratable benefit of the Lenders a security interest in and to the Collateral (as defined herein).

AGREEMENT

NOW THEREFORE, in consideration of the premises and in order to induce the Lenders to extend credit under the Loan Agreement, Borrower hereby agrees with Agent as follows:

1. Creation of Security Interest. Borrower hereby grants to Agent for its benefit and the ratable benefit of the Lenders a security interest in all of Borrower's right, title and interest in and to the collateral described in Section 2 herein (the "Collateral") in order to secure the payment of the Obligations.

2. Collateral. The Collateral is:

(a) all of Borrower's trademarks, trade names, trademark registrations and trademark applications, which, in each case, are owned by Borrower and are now or hereafter filed with the United States Patent and Trademark Office, or, to the extent applicable, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or are used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, trade names, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments

under all licenses entered into or in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, trademark registrations and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and the goodwill of Borrower's business connected with and symbolized by the Trademarks.

3. License.

(a) Grant of License. Upon the occurrence and continuance of an Event of Default, Borrower hereby grants to Agent for its benefit and for the ratable benefit of the Lenders a limited, non-exclusive, assignable right and license (i) under the Trademarks to use such Trademarks and (ii) under any license agreements held by Borrower with respect to trademarks owned by any person or entity other than Borrower to the extent permitted under such agreements, solely for the purpose of enabling Agent to sell any Collateral bearing any such Trademarks to the extent that such license is reasonably necessary to permit or to facilitate the collection, after an Event of Default, of any accounts receivable of Borrower or the disposition, after an Event of Default, of any Collateral (the "License"). The License shall be without royalty or any other payments of fees by Agent or the Lenders and the permitted use by Agent and the Lenders thereunder (i) shall be worldwide and (ii) shall be limited only by those restrictions to which Borrower is subject under the Trademarks.

(b) Term of License. The term of the License (the "License Term") shall continue until the disposition of all Collateral and any proceeds thereof in connection with the enforcement of Agent's and the Lenders' remedies under the Financing Agreements and application of the proceeds of such disposition to the satisfaction of the Obligations.

4. Restrictions on Future Agreements. Until the Obligations shall have been paid in full and the Loan Agreement and the other Financing Agreements shall have been terminated, Borrower will not, without Agent's prior written consent, which consent shall not be unreasonably withheld, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with Borrower's obligations under this Agreement and the other Financing Agreements to which Borrower is a party, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect or (c) enter into any other contractual obligations which may restrict or inhibit Agent's rights to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default.

5. New Trademarks. Borrower represents and warrants that the Trademarks listed on Schedule A constitute all of the trademark registrations or pending applications which are as of the date hereof owned by Borrower in the United States or any state of the United States (as set forth on Schedule A). If, before the Obligations shall have been paid in full, Borrower shall (i) (a) obtain any registration or apply for registration of any trademark after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or (b) obtain rights to any trademarks or trade names

used in the United States or any state, territory or possession, or (ii) (a) become entitled to the benefit of any trademark, trade name or trademark registration or application in the United States or any state, territory or possession thereof or (b) become entitled to the benefit of any trademark or trade names used in the United States or any state, territory or possession thereof the provisions of Section 1 shall automatically apply thereto and, if material to Borrower's business, Borrower shall give to Agent prompt written notice thereof in accordance with the terms of the Loan Agreement. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks, trade names, trademark registrations and trademark applications that are Trademarks, as applicable, under Section 2 or under this Section 5. Borrower agrees to give Agent prompt written notice of all subsequent Trademarks applications registration in the United States Patent and Trademark Office and to execute amendments and provide new schedules as Agent shall reasonably request.

6. Additional Representations and Warranties. Borrower hereby represents, warrants, covenants and agrees that:

(a) It is the owner of all its right, title and interest in the Collateral, and, without Agent's prior written consent, the Collateral shall be free from any lien in favor of any third parties other than liens permitted under Section 9.8 of the Loan Agreement ("Permitted Liens"), including, without limitation, group rights and covenants by Borrower not to sue third parties.

(b) It has the full right and power to enter into this Agreement and to grant the security interest in the Collateral made hereby.

(c) As of the date hereof, there are no liens or encumbrances on the Collateral other than Permitted Liens.

(d) So long as any Obligations remain unpaid or the Loan Agreement and the other Financing Agreements have not been terminated, without Agent's prior written consent it will not authorize, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral other than Permitted Liens.

(e) Except as otherwise disclosed in Schedule 8.11 to the Information Certificate, Borrower has no knowledge of any material infringement or unauthorized use presently being made of any of the Trademarks which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and will continue to maintain commercially reasonable monitoring and enforcement practices to protect the value of the Collateral.

7. Royalties; Terms. Borrower hereby agrees that the permitted use by Agent of all trademarks pursuant to Section 3 hereof during and after the continuance of an Event of Default shall be worldwide without any liability for royalties or other related charges from Agent or the Lenders to Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, or (ii) the Obligations have

been paid in full and the Loan Agreement and the other Financing Agreements have been terminated.

8. Agent's Right to Maintain Quality. Borrower agrees that upon the occurrence and continuance of an Event of Default, Agent shall have the right to establish such additional product quality controls as Agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. Borrower agrees (i) not to sell or assign its interest in, or to grant any license under, any Trademarks without the prior written consent of Agent, which consent shall not be unreasonably withheld; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; and (iii) to provide Agent, upon request, with a certificate of an officer of Borrower certifying Borrower's compliance with the foregoing.

9. Duties of Borrower. Borrower shall take all actions which in its business judgment are reasonable for the conduct of its business, including, to (i) prosecute diligently any material trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Loan Agreement and the other Financing Agreements shall have been terminated, (ii) make application for registration of any material trademarks, as appropriate, (iii) preserve and maintain all rights in any material trademarks, trade names, trademark registrations or applications that are part of the Trademarks; (iv) not knowingly abandon any right to file a trademark application nor any pending trademark application if the value thereof could reasonably be expected to justify the cost of obtaining such trademark registration, and (v) not knowingly do any act or knowingly omit to do any act, whereby any material Trademark may become abandoned. Any expenses incurred in connection with the applications referred to in this Section 9 shall be borne by Borrower. Borrower shall keep Agent advised on a quarterly basis of any such applications or proceedings.

If Borrower fails to comply with any of the foregoing duties, Agent may so comply in Borrower's name to the extent permitted by law, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent in full for all expenses, including the reasonable fees and disbursements of attorneys and paralegals incurred by Agent in protecting, defending and maintaining the Collateral.

In the event that Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien, prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower and all moneys so paid out shall be Obligations of Borrower repayable promptly after demand, together with interest at a rate equal to the highest interest rate permitted by Section 3.1 of the Loan Agreement.

Borrower shall take all action necessary to preserve and maintain the validity, perfection and first priority of Agent's security interest granted herein in the Collateral.

10. Borrower's Right to Sue; Agent's Right to Sue. (a) Borrower shall have the right to bring suit in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the

Trademarks and any licenses thereunder. Borrower shall indemnify and shall, upon demand, promptly reimburse Agent for all damages, costs and expenses, including reasonable attorneys' and paralegal fees and expenses, incurred by Agent pursuant to this Section 10(a).

(b) Upon the occurrence and continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall indemnify and shall, upon demand, promptly reimburse Agent for all damages, costs and expenses, including reasonable attorneys' and paralegal fees and expenses, incurred by Agent in the exercise of its rights under this Section 10(b).

11. Waivers. No course of dealing between Borrower and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any other Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark is thereby preserved and Borrower shall make suitable other valid arrangements to provide Agent and the Lenders with equivalent protections to that intended hereby.

13. Amendments and Waivers. Except as set forth in Section 5 hereof, neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent and Borrower. Neither Debtor nor Agent shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent or Debtor, as applicable. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or Debtor of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or Debtor would otherwise have on any future occasion, whether similar in kind or otherwise.

14. Remedies. If any Event of Default shall have occurred and be continuing, Agent shall be entitled to exercise its rights in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Loan Agreement or the other Financing Agreements or otherwise available to Agent, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Illinois (the "UCC") whether or not the UCC applies to the affected Collateral, and also may (i) require Borrower, and Borrower hereby agrees that it

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Trademarks and any licenses thereunder. Borrower shall indemnify and shall, upon demand, promptly reimburse Agent for all damages, costs and expenses, including reasonable attorneys' and paralegal fees and expenses, incurred by Agent pursuant to this Section 10(a).

(b) Upon the occurrence and continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall indemnify and shall, upon demand, promptly reimburse Agent for all damages, costs and expenses, including reasonable attorneys' and paralegal fees and expenses, incurred by Agent in the exercise of its rights under this Section 10(b).

11. Waivers. No course of dealing between Borrower and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any other Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark is thereby preserved and Borrower shall make suitable other valid arrangements to provide Agent and the Lenders with equivalent protections to that intended hereby.

13. Amendments and Waivers. Except as set forth in Section 5 hereof, neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent and Borrower. Neither Debtor nor Agent shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent or Debtor, as applicable. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or Debtor of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or Debtor would otherwise have on any future occasion, whether similar in kind or otherwise.

14. Remedies. If any Event of Default shall have occurred and be continuing, Agent shall be entitled to exercise its rights in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Loan Agreement or the other Financing Agreements or otherwise available to Agent, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Illinois (the "UCC") whether or not the UCC applies to the affected Collateral, and also may (i) require Borrower, and Borrower hereby agrees that it

will upon the request of Agent, forthwith, (A) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral, and (B) take such other action as Agent may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and protect their rights and remedies with respect to such assigned Collateral, and (ii) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as are commercially reasonable. Borrower agrees that at least ten (10) business days' prior notice to Borrower of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Agent or any Lender may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Obligations. The proceeds realized from the sale of any of the Collateral shall be, applied as provided in the Loan Agreement. If any deficiency shall arise, Borrower shall remain liable to Agent and the Lenders therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Agent's security interest in the Collateral until the Obligations are fully paid. Borrower agrees that Agent and the Lenders have no obligation to preserve rights to the Collateral against any other parties.

15. Cumulative Remedies; Power of Attorney; Effect on the Other Agreements. All of Agent's rights and remedies with respect to the Collateral, whether established hereby, by the other Financing Agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, from and after the occurrence of an Event of Default to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Collateral including, without limitation, if Borrower fails to execute and deliver within three (3) business days of Agent's request therefor the assignment substantially in the form of Exhibit A hereto, (b) take any other actions with respect to the Collateral as Agent deems in the best interest of Agent, (c) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement and the other Financing Agreements have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement and the other Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies.

16. Notice. All notices, requests and demands hereunder shall be given and effective as provided in Section 13.3 of the Loan Agreement.

17. Continuing Security Interest: Transfer of Obligations. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations and termination of the Loan Agreement and the other Financing Agreements, (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of Agent and the Lenders hereunder, to the benefit of Agent and the Lenders, and their respective successors, transferees and assigns.

18. Authority of Agent. Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to Agent by the terms hereof, together with such powers as are reasonably incident thereto. Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Borrower agrees to indemnify and hold harmless Agent and the Lenders and any other person acting on behalf of Agent or the Lenders from and against any and all costs, expenses, including reasonable fees and expenses of attorneys and paralegals, claims or liability incurred by Agent or any Lender or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of Agent, the Lenders or such person.

19. Waiver. To the fullest extent it may lawfully so agree, Borrower agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the enforcement hereof or the absolute sale of any part of the Collateral. Borrower for itself and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Collateral marshaled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Collateral as an entirety. Without limiting the generality of the foregoing, Borrower hereby: (i) authorizes Agent in its sole discretion and without notice to or demand upon Borrower and without otherwise affecting the obligations of Borrower hereunder from time to time to take and hold other collateral (in addition to the Collateral) for payment of the Obligations, or any part thereof, and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any endorsement or guarantee of payment of the Obligations, or any part thereof and to release or substitute any endorser or guarantor or any other person or entity granting security for or in any other way obligated upon any Obligations or any part thereof, and (ii) waives and releases any and all right to require Agent to collect any of the Obligations from any specific item or items of the Collateral or from any other party liable as guarantor or in any other manner in respect of any of the Obligations or from any collateral (other than the Collateral) for any of the Obligations.

20. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the UCC, except where the context otherwise requires.

21. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Agent or any Lender in respect of the

Obligations is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Borrower or any substantial part of its assets, or otherwise, all as though such payments had not been made.

22. Final Expression. This Agreement, together with the other Financing Agreements to which Borrower is a party, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof.

23. [Intentionally Omitted.]

24. Termination of Agreement. This Agreement shall terminate upon full and final payment of all the Obligations and termination of the Loan Agreement and the other Financing Agreements. At such time, Agent shall, at the request of Borrower, promptly execute and deliver to Borrower a written release of Agent's security interest in the Collateral in a form suitable for recordation and deliver all deeds, assignments or other instruments reasonably requested by Borrower as may be necessary or proper to re-vest in Borrower full title to the Collateral, subject to any dispositions of the Collateral which may have been made by Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Agent, except as to the absence of any prior assignments by Agent of its interest in the Collateral, and shall be at the expense of Borrower.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

26. Conflict with Loan Agreement. If any provisions of this Agreement conflict with any provision of the Loan Agreement, the provision of the Loan Agreement shall govern.

27. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW).

(b) BORROWER AND AGENT IRREVOCABLY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE ILLINOIS STATE COURTS LOCATED IN COOK COUNTY, ILLINOIS AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND AGREE THAT ANY

DISPUTE WITH RESPECT TO ANY SUCH MATTERS MAY BE HEARD IN THE COURTS DESCRIBED ABOVE (EXCEPT THAT AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE ITS RIGHTS AGAINST BORROWER OR ITS PROPERTY).

(c) BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO ITS ADDRESS SET FORTH IN SECTION 13.3 OF THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE US MAILS, OR, AT AGENT'S OPTION, BY SERVICE UPON BORROWER IN ANY OTHER MANNER PROVIDED UNDER THE RULES OF ANY SUCH COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH SERVICE, BORROWER SHALL APPEAR IN ANSWER TO SUCH PROCESS, FAILING WHICH BORROWER SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY BE ENTERED BY AGENT AGAINST BORROWER FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED.

(d) BORROWER AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) AGENT AND THE LENDERS SHALL NOT HAVE ANY LIABILITY TO BORROWER (WHETHER IN TORT, CONTRACT, EQUITY OR OTHERWISE) FOR LOSSES SUFFERED BY BORROWER IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION HERewith, UNLESS IT IS DETERMINED BY A FINAL NONAPPEALABLE JUDGMENT OR COURT ORDER BINDING ON AGENT AND THE LENDERS THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS BY AGENT AND THE LENDERS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

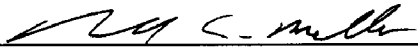
(f) EXCEPT FOR RIGHTS OF NOTICE WHICH ARE EXPRESSLY PROVIDED FOR HEREIN, BORROWER HEREBY EXPRESSLY WAIVES ALL RIGHTS

OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE OF RIGHTS BY AGENT FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS. BORROWER WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF AGENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF AGENT, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER FINANCING AGREEMENT BETWEEN BORROWER AND AGENT OR ANY OF THE LENDERS.

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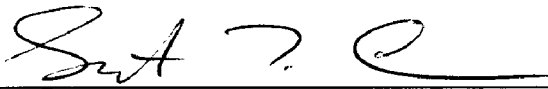
IN WITNESS WHEREOF, Borrower has duly executed and delivered this Agreement as of the day and year first above written.

THE GSI GROUP, INC.
a Delaware corporation

By: 
Name: Russell C. Mello
Title: President

By acceptance hereof as of the day and year first written above, Agent on behalf of itself and the Lenders agrees to be bound by the provisions hereof.

WACHOVIA CAPITAL FINANCE CORPORATION
(CENTRAL), an Illinois corporation, as Agent

By: 
Name: Scott T. Collins
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

Dated as of May 16, 2005

Trademarks Owned By The GSI Group, Inc.

See Attached

Schedule A-1

TRADEMARK
REEL: 003094 FRAME: 0118

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
ADJUST-A-BAFFLE	CUMB ADIU/ United States of America <i>Class(es): 9</i> <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C. <i>Owner Name:</i> THE GSI GROUP, INC.	73/353053 04-Mar-1982		1221295 21-Dec-1982 <i>Attorney(s):</i> WBC <i>Client Ref:</i> <i>Agent Ref:</i>	Registered 21-Dec-2012
AIRSTREAM	8800011/ United States of America <i>Class(es): 11</i> <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> POLSTER, POLSTER AND LUCCHESI <i>Owner Name:</i> GRAIN SYSTEMS, INC.	73/172803 02-Jun-1978		1129899 29-Jan-1980 <i>Attorney(s):</i> WBC <i>Client Ref:</i> <i>Agent Ref:</i>	Registered 29-Jan-2010
CLARK	CUMB CLAR/ United States of America <i>Class(es): 11</i> <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C. <i>Owner Name:</i> THE GSI GROUP, INC.	73/531672 11-Apr-1985		1414606 21-Oct-1986 <i>Attorney(s):</i> WBC <i>Client Ref:</i> <i>Agent Ref:</i>	Registered 21-Oct-2006
CUMBERLAND	GSI CUMB/ Brazil <i>Class(es): 7.20</i> <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> DENNEMEYER & ASSOCIATES <i>Owner Name:</i> THE GSI GROUP, INC.	818549700 30-May-1995	27-Aug-1996	818549700 05-May-1998 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSI CUMBBR <i>Agent Ref:</i>	Registered 05-May-2008

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CUMBERLAND	9400257/ Canada Class(es): 000 Client: THE GSI GROUP, INC. Agent Name: BORDEN LADNER GERVAIS LLP Owner Name: THE GSI GROUP, INC.	775632 16-Feb-1995		450917 24-Nov-1995 Attorney(s): WBC Client Ref: GSI CUMBCA Agent Ref:	Registered 24-Nov-2010
CUMBERLAND	GSI CUMB/ India Class(es): 006 Client: THE GSI GROUP, INC. Agent Name: DENNEMEYER & ASSOCIATES Owner Name: THE GSI GROUP, INC.	658256 10-Mar-1995	09-Feb-2004		Published
CUMBERLAND	GSI CUMB/ India Class(es): 7 Client: THE GSI GROUP, INC. Agent Name: DENNEMEYER & ASSOCIATES Owner Name: THE GSI GROUP, INC.	658255 10-Mar-1995		658255 19-Nov-2004 Attorney(s): WBC Client Ref: GSI CUMBIN Agent Ref:	Registered 10-Mar-2015
CUMBERLAND	GSI CUMB/ Mexico Class(es): 006 Client: THE GSI GROUP, INC. Agent Name: DENNEMEYER & ASSOCIATES Owner Name: THE GSI GROUP, INC.	232254 19-May-1995		495912 28-Jun-1995 Attorney(s): WBC Client Ref: GSI CUMBMX Agent Ref:	Registered 19-May-2015

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CUMBERLAND	GSIC CUMB/7 Mexico <i>Class(es):</i> 007 <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> DENNEMEYER & ASSOCIATES <i>Owner Name:</i> THE GSI GROUP, INC.	232255 19-May-1995		495913 28-Jun-1995 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSIC CUMBMX <i>Agent Ref:</i>	Registered 19-May-2015
CUMBERLAND	GSIC CUMB/ Spain <i>Class(es):</i> 007 <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> DENNEMEYER & ASSOCIATES <i>Owner Name:</i> THE GSI GROUP, INC.	1961988 26-Apr-1995		1961988 05-Dec-1995 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSIC CUMBES <i>Agent Ref:</i>	Registered 26-Apr-2015
CUMBERLAND	GSIC CUMB/2 Spain <i>Class(es):</i> 006 <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> DENNEMEYER & ASSOCIATES <i>Owner Name:</i> THE GSI GROUP, INC.	1961987 26-Apr-1995		1961987 05-Jul-1996 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSIC CUMBES <i>Agent Ref:</i>	Registered 26-Apr-2015
CUMBERLAND	9400273/ Taiwan <i>Class(es):</i> 006 <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> DENNEMEYER & ASSOCIATES <i>Owner Name:</i> THE GSI GROUP, INC.	84/19486 26-Apr-1995		720166 01-Jul-1996 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSI CUMBTW <i>Agent Ref:</i>	Registered 01-Jul-2006

Trademark **Case Number/Subcase** **Application** **Publication** **Registration** **Status**
 Country Name **Number/Date** **Number/Date** **Number/Date** **Next Renewal**

CUMBERLAND
 9500352/
 Taiwan
 84/19487 764505 764505 Registered
 26-Apr-1995 16-Mar-1997 16-Jun-1997 16-Jun-2007
Class(es): 007
Client: THE GSI GROUP, INC.
Agent Name: DENNEMEYER & ASSOCIATES
Owner Name: THE GSI GROUP, INC.
Attorney(s): WBC
Client Ref: GSI CUMBTW
Agent Ref:

CUMBERLAND
 9300220/
 United States of America
 74/570053 1954422 Registered
 06-Sep-1994 06-Feb-1996 06-Feb-2006
Class(es): 6, 7, 9, 11
Client: THE GSI GROUP, INC.
Agent Name: POLSTER, POLSTER AND LUCCHESI
Owner Name: THE GSI GROUP, INC.
Attorney(s): WBC
Client Ref: GSI CUMBUS
Agent Ref:

DMC
 GSIG DMC/
 United States of America
 76/398365 2770967 Registered
 22-Apr-2002 07-Oct-2003 07-Oct-2013
Class(es): 7
Client: THE GSI GROUP, INC.
Agent Name: POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C.
Owner Name: THE GSI GROUP, INC.
Attorney(s): WBC
Client Ref:
Agent Ref:

DRITEK
 GSIG DRIT/
 United States of America
 78/369367 22-Mar-2005 Published
 17-Feb-2004
Class(es): 11
Client: THE GSI GROUP, INC.
Agent Name: POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C.
Owner Name: THE GSI GROUP, INC.
Attorney(s): JPS
Client Ref: GSIG DRITUS
Agent Ref:

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
GRAIN KING	GSI KING/ United States of America <i>Class(es):</i> <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C. <i>Owner Name:</i> THE GSI GROUP, INC.	75/506195 24-Jun-1998	22-Feb-2000 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSIG GRAIUS <i>Agent Ref:</i>	2421823 16-Jan-2001	Registered 16-Jan-2011
GRANDSTAND	8800151/ United States of America <i>Class(es):</i> 6 <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C. <i>Owner Name:</i> THE GSI GROUP, INC.	73/217957 01-Jun-1979	 <i>Attorney(s):</i> WBC <i>Client Ref:</i> <i>Agent Ref:</i>	1172834 13-Oct-1981	Registered 13-Oct-2011
GSI	GSI GSI/ United States of America <i>Class(es):</i> 006 <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> POLSTER, POLSTER AND LUCCHESI <i>Owner Name:</i> THE GSI GROUP, INC.	74/459748 19-Nov-1993	 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSI GSIUS <i>Agent Ref:</i>	1939175 05-Dec-1995	Registered 05-Dec-2005
GSI AND DESIGN	GSI GSID/ United States of America <i>Class(es):</i> 006 <i>Client:</i> THE GSI GROUP, INC. <i>Agent Name:</i> POLSTER, POLSTER AND LUCCHESI <i>Owner Name:</i> THE GSI GROUP, INC.	74/533671 06-Jun-1994	 <i>Attorney(s):</i> WBC <i>Client Ref:</i> GSI GSIDUS <i>Agent Ref:</i>	1939356 05-Dec-1995	Registered 05-Dec-2005

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
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HI-LO

CUMB HILO/ United States of America	74/474918 27-Dec-1993		1880383 28-Feb-1995	Registered 28-Feb-2015
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Class(es): 007

Client: THE GSI GROUP, INC.

Agent Name: POLSTER, POLSTER AND LUCCHESI

Owner Name: THE GSI GROUP, INC.

Attorney(s): WBC
Client Ref: CUMB HILOUS
Agent Ref:

PIGGY DINER AND DESIGN

AP PGYD/ United States of America	73/558016 13-Sep-1985		1391379 29-Apr-1986	Registered 29-Apr-2006
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Class(es): 7

Client: THE GSI GROUP, INC.

Agent Name: POLSTER, LIEDER, WOODRUFF & LUCCHESI, L.C.

Owner Name: THE GSI GROUP, INC.

Attorney(s): WBC
Client Ref:
Agent Ref:

EXHIBIT A

FORM OF ASSIGNMENT

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of _____ by and between The GSI Group, Inc., a Delaware corporation having an office at 1004 East Illinois Street, Assumption, IL 62510 ("Assignor"), in favor of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), having an office at 150 South Wacker Drive, Suite 2200, Chicago, Illinois 60606 as Agent for the Lenders ("Assignee").

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Trademark Security Agreement dated as of May __, 2005 made by Assignor to Assignee (the "Agreement") providing that under certain conditions specified therein Assignor shall execute this Assignment;

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, Assignor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee for Assignee's benefit and for the ratable benefit of the Lenders its entire right, title and interest in and to (a) the trademarks, trade names, trademark registrations and trademark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), and (b) the goodwill of Assignor's business connected with and symbolized by the Trademarks. The Trademarks and such goodwill are collectively referred to herein as the "Collateral".

2. Representations and Warranties. Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral except as set forth in the Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) and decisions laws of the State of Illinois.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

THE GSI GROUP, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SCHEDULE I

Trademarks

Trademark Registration
Number of Application
Serial Number

Registration or
Filing Date

DC: 1771644-2
CH\760673.4

RECORDED: 05/26/2005

**TRADEMARK
REEL: 003094 FRAME: 0127**