

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| The GSI Group, Inc. | | 08/01/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | UBS AG, Stamford Branch, as First Lien Collateral Agent |
| Street Address: | 677 Washington Blvd. |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |
| Entity Type: | Swiss banking corporation: |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 1221295 | ADJUST-A-BAFFLE |
| Registration Number: | 1954422 | CUMBERLAND |
| Registration Number: | 1880383 | HI-LO |
| Registration Number: | 2770967 | DMC |
| Registration Number: | 1129899 | AIRSTREAM |
| Registration Number: | 2421823 | GRAIN KING |
| Registration Number: | 1172834 | GRANDSTAND |
| Registration Number: | 1939356 | GSI |
| Registration Number: | 1939175 | GSI |
| Registration Number: | 3083570 | DRITEK |
| Registration Number: | 1414606 | CLARK |

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900083826

**TRADEMARK
 REEL: 003596 FRAME: 0987**

OP \$290.00 1221295

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

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|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 038266-0075 |
|-------------------------|-------------|

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| NAME OF SUBMITTER: | Rhonda DeLeon |
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| Signature: | /Rhonda DeLeon/ |
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| Date: | 08/08/2007 |
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Total Attachments: 6
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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of August 1, 2007, by The GSI Group, Inc. and David Manufacturing Co. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of August 1, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnity obligations for which no claim has been made) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE GSI GROUP, INC.


By: 
Name: Wm. J. Branch
Title: CEO

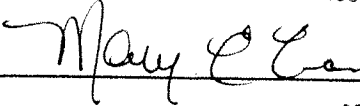
Trademark Security Agreement

TRADEMARK
REEL: 003596 FRAME: 0991

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: **David B. Julie**
Title: **Associate Director
Banking Products
Services, US**

By: 
Name: **Mary E. Evans**
Title: **Associate Director
Banking Products
Services, US**

Trademark Security Agreement

TRADEMARK
REEL: 003596 FRAME: 0992

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARKS:

Trademark Registrations and Applications:

| OWNER | TRADEMARK | APPLICATION OR REGISTRATION NUMBER |
|-------------------------|-----------------|------------------------------------|
| The GSI Group, Inc. | ADJUST-A-BAFFLE | 1,221,295 |
| The GSI Group, Inc. | CUMBERLAND | 1,954,422 |
| The GSI Group, Inc. | HI-LO | 1,880,383 |
| The GSI Group, Inc. | DMC | 2,770,967 |
| The GSI Group, Inc. | AIRSTREAM | 1,129,899 |
| The GSI Group, Inc. | GRAIN KING | 2,421,823 |
| The GSI Group, Inc. | GRANDSTAND | 1,172,834 |
| The GSI Group, Inc. | GSI AND DESIGN | 1,939,356 |
| The GSI Group, Inc. | GSI | 1,939,175 |
| The GSI Group, Inc. | DRITEK | 3,083,570 |
| David Manufacturing Co. | STIRALL UNIDRIV | 1,048,001 |
| The GSI Group, Inc. | CLARK | 1,414,606 |
| David Manufacturing Co. | HI-CAP | 1,076,812 |
| David Manufacturing Co. | STIR-ATOR | 2,234,021 |

FOREIGN AND STATE TRADEMARKS

Trademark Registrations and Applications:

| <u>OWNER</u> | <u>TRADEMARK</u> | <u>REGISTRATION NUMBER</u> | <u>COUNTRY/STATE</u> |
|---------------------|------------------|--------------------------------|----------------------|
| The GSI Group, Inc. | CUMBERLAND | 764505 | Taiwan |
| The GSI Group, Inc. | CUMBERLAND | 720166 | Taiwan |
| The GSI Group, Inc. | CUMBERLAND | 1961987 | Spain |
| The GSI Group, Inc. | CUMBERLAND | 1961988 | Spain |
| The GSI Group, Inc. | CUMBERLAND | 495912 | Mexico |
| The GSI Group, Inc. | CUMBERLAND | 495913 | Mexico |
| The GSI Group, Inc. | CUMBERLAND | 658256 | India |
| The GSI Group, Inc. | CUMBERLAND | 658255 | India |
| The GSI Group, Inc. | CUMBERLAND | 450917 | Canada |
| The GSI Group, Inc. | CUMBERLAND | 818549700 | Brazil |