

08-05-1998



100751537

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

RECEIPT ACCOUNTING DIV.
MAR 25 1998
MAIL ROOM

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name GSI GROUP, INC. THE

Execution Date
Month Day Year
11 05 97

Formerly GRAIN SYSTEMS, INC.

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name LASALLE NATIONAL BANK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 135 S. LASALLE ST.

Address (line 2) ATTN: METROPOLITAN DIVISION

Address (line 3) CHICAGO

IL

60603

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization NATIONAL BANKING ASSOCIATION

03/30/1998 TTON11 00000045 1221295
01 FC:481 40.00 OP
02 FC:482 250.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1221295"/>	<input type="text" value="1089133"/>	<input type="text" value="1345631"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1225839"/>	<input type="text" value="1939175"/>	<input type="text" value="1219884"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1954422"/>	<input type="text" value="1939356"/>	<input type="text" value="1208117"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JANET A. STIVEN

Name of Person Signing

Janet A. Stiven

Signature

3/23/98

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1347244	<input type="text"/>	<input type="text"/>
1391379	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT (U.S. REGISTRY)

WHEREAS, THE GSI GROUP, INC., f/k/a GRAIN SYSTEMS, INC., a Delaware corporation ("Debtor"), owns, has adopted, used and is using a certain mark or certain marks registered in the United States Patent and Trademark Office, and/or applications for registration, as more fully described on Exhibit A attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the good will of the business symbolized thereby and all registrations thereof, called the "Trademark Rights"); and

WHEREAS, LASALLE NATIONAL BANK, a national banking association ("Bank"), intends to extend certain financial accommodations to Debtor pursuant to a certain Amended and Restated Loan and Security Agreement dated as of even date herewith (the "Loan Agreement"); and

WHEREAS, in connection with the extension of such financial accommodations pursuant to the Loan Agreement, Bank is desirous of acquiring said Trademark Rights, subject to the terms and conditions set forth hereinbelow;

NOW, THEREFORE, in order to induce Bank to consummate the financial accommodations provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby agree with Bank as follows:

1. Debtor hereby grants a security interest to Bank, its successors and assigns, in the entire right, title, and interest of Debtor in and to the Trademark Rights, subject to termination only if: (i) all "Obligations" (as defined in the Loan Agreement) of Debtor are satisfied and paid as and when due and (ii) there shall have been terminated all commitments of Bank to any party arising under the Loan Agreement; otherwise, the same shall remain in full force and effect, it being intended by Debtor and Bank that the Trademark Rights shall serve as collateral security to Bank for the payment and performance of such "Obligations" and, accordingly, that this instrument shall be subject to the terms of the Loan Agreement and all related security agreements with respect to the "Collateral" (as defined in the Loan Agreement), which terms are herein incorporated by reference and made a part hereof.

2. Notwithstanding the foregoing, unless and until Bank exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Trademark Rights, Debtor shall continue to own, and may use and enjoy, the Trademark Rights in connection with its business operations, but only in a manner consistent with

c:\p\anderson\grain\trademar.doc

TRADEMARK

REF: 1737 FRAME: 0106
0810 11:22AM BOOKS PLTS CHICAGO

the preservation of their current substance, validity, registration and the collateral assignment herein contained.

IN WITNESS WHEREOF, Debtor has caused this document to be executed as of the 6th day of June, 1996.

THE GSI GROUP, INC.

By: John C. [Signature]
Title: CEO

Address of Debtor (Assignor):

1004 East Illinois Street
Assumption, Illinois 62510

Address of Bank (Assignee):

120 South LaSalle Street
Chicago, Illinois 60603
Attn: Metropolitan Division

EXHIBIT A
THE GSI GROUP, INC.
Schedule of U.S. Trademarks
Subject to Security Interest
Under Second Amended and Restated Loan Agreement
dated as of November 5, 1997

(Note- This Schedule includes certain U.S. trademark filings which were previously listed in Form PTO -1594 dated as of 6/24/96 and recorded on 6/28/96 on Reel Frame 1476/0564 in connection with the original grant of the security interest. The trademarks which were the subject of the earlier filing are marked with an *.)

<u>Trademark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	
ADJUST-A-BAFFLE	1221295	Dec. 12, 1982	
AIRSTREAM	1129899	Jan. 29, 1980	*
AUTO-AIR	1225839	Feb. 1, 1983	
CUMBERLAND	1954422	Feb. 6, 1996	
GLASS-PAC	1089133	Apr. 11, 1978	
GRANDSTAND	1172834	Oct. 13, 1981	*
GSI	1939175	Dec. 5, 1995	
GSI and Design	1939356	Dec. 5, 1995	
HI-LO	1880383	Feb. 28, 1995	*
HOG DINER and Design	1345631	July 2, 1985	
MAXI-BRUTE	1219884	Dec. 14, 1982	
MINI-BRUTE	1208117	Sept. 14, 1982	
PIG DINER and Design	1347244	July 9, 1985	
PIGGY DINER and Design	1391379	Apr. 29, 1986	

46160.1