

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DYNAMICS RESEARCH CORPORATION
60 Concord Street
Wilmington, MA 01887

Individual(s) Association
 General Partnership Limited Partnership
 Corporation – **Massachusetts**
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

GSI LUMONICS INC.
39 Manning Road
Billerica, MA 01821

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation – **New Brunswick, Canada**
 Other

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **May 2, 2003**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

1378656

Additional numbers attached? Yes No

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

Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: 1

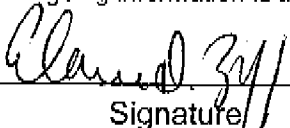
7. Total fee (37 CFR 3.41) **\$40**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 062250/3)

8. Deposit Account No. **19-2385**

DO NOT USE THIS SPACE

9. 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.

Elaine D. Ziff  June 5, 2003
 Name Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an assignment from Dynamics Research Corporation, a Massachusetts corporation (the "Assignor") to GSI Lumonics Inc., a New Brunswick corporation (the "Assignee"), and is effective as of May 2, 2003 (the "Assignment Agreement"). Any capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, the parties have entered into an Asset Purchase Agreement dated May 2, 2003 (the "Asset Purchase Agreement");

WHEREAS, the Assignor owns the various inventions, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications and other intellectual property and other assets further referenced below; and

WHEREAS, the parties desire that the Assignee own the Assignor's entire right, title and interest in and to all the various inventions, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications and other intellectual property and other assets further referenced below.

NOW, THEREFORE, in consideration of the premises and the promises and mutual covenants set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

The Assignor does hereby sell, convey, assign, transfer and deliver to the Assignee its entire right, title and interest, as of the Closing, in and to each of the following which are used or held for use in connection with the Division:

(i) the Division Intellectual Property, including, without limitation, (a) patents, trademarks, trade names, service marks, Internet domain names, copyrights and applications for and registrations of such patents, trademarks, trade names, service marks, Internet domain names and copyrights (including, without limitation, those patents listed on Schedule A, those registered trademarks listed on Schedule B and those trade names listed on Schedule C); (b) all technical drawings, descriptions, documentation, know-how and technology with respect to the manufacturing, servicing and repair of the Products; and (c) all technology, know-how, Computer Software (excluding "off the shelf" "shrink wrapped" software) and proprietary information;

(ii) all copies and tangible embodiments of all of the foregoing described in paragraph (i) in any form or medium;

(iii) any and all rights and powers, whether statutory, under common law or otherwise, which have accrued or may accrue to the Assignor, of any and all kind or nature in connection with any of the foregoing described in paragraphs (i) and (ii) above;

(iv) all licenses, covenants not to sue, agreements and other contracts, and all renewals, extensions, supplements and continuations thereof, relating to any of the foregoing described in paragraphs (i) through (iii) above;

(v) any and all income, royalties or claims for damages (including, without limitation, the right to sue for and collect such damages) in connection with any of the foregoing described in paragraphs (i) through (iv) above, including, without limitation, damages by reason of past and future infringement;

and all of the foregoing are to be held and enjoyed by the Assignee and its successors and assigns to the full end of any applicable terms, plus any extensions that may be available to the Assignee and which are subsequently elected by the Assignee.

2. Authorizations.

Without further consideration, the Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks of the United States, the United States Register of Copyrights or any other appropriate empowered official of the United States or any applicable foreign jurisdiction:

(i) to record the transfer of any and all inventions, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications or other intellectual property or other assets which come within the classes described in Article 1 to the Assignee as assignee of the Assignor's entire right, title and interest therein;

(ii) to issue any and all patents resulting from inventions and applications for patents, or any divisions, reissues, continuations (in whole or in part), renewals, extensions, substitutes or re-examinations thereof to the Assignee as assignee of the Assignor's entire right, title and interest therein; and

(ii) to issue any and all trademarks resulting from applications for marks, or any translations, adaptations, derivations, and combinations thereof, and all applications, registrations and renewals in connection therewith to the Assignee as assignee of the Assignor's entire right, title and interest therein.

3. Further Assurance.

Without further consideration, the Assignor further agrees:

(i) to execute, upon request by the Assignee, additional assignment agreements transferring its entire right, title and interest in and to any and all inventions, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications or other intellectual property or other assets which come within the classes described in Article 1, whether identified by the Assignor or the Assignee, which were not assigned under this Assignment Agreement or for which this Assignment Agreement is inadequate for recording purposes;

(ii) to execute and have executed, upon request by the Assignee, any and all other documents of any kind whatsoever, and to provide any information that is in the Assignor's possession or under its control, in each case as may be required to carry out the terms and intent of this Assignment Agreement or any future agreement executed pursuant to paragraph (i) above; and

(iii) to fully cooperate with the Assignee to enable the Assignee to duly record this instrument of assignment with any government or administrative offices or agencies, whether in the United States or another country (including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office and any domain name registrars) to ensure that the Assignee's entire right, title, and interest in and to any and all inventions, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications or other intellectual property or other assets which come within the classes described in Article 1, assigned under this Assignment Agreement or any future agreement executed pursuant to paragraph (i) above, is duly made of record in the United States and applicable foreign countries.

4. Acceptance by the Assignee.

The Assignee hereby accepts this Assignment Agreement from the Assignor assigning from the Assignor to the Assignee its entire right, title and interest in and to all the inventions, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications or other intellectual property or other assets which come within the classes described in Article 1.

[Remainder of page intentionally left blank.]

05-01-03 05:22pm From:SKADDEN ARPS +6175796650 T-961 P.14/15 F-979

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the date first written above.

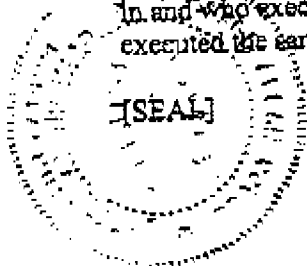
DYNAMICS RESEARCH CORPORATION

By: David Kelahan Date: _____

Title: VICE PRESIDENT & CHIEF FINANCIAL OFFICER

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 1st of May, 2003, before me personally appeared David Kelahan to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Richard A. Corvel
Notary Public

GSI LUMONICS INC.

By: _____ Date: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this _____ of _____, 2003 before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Notary Public

MAY-01-2003 18:15

SPG GROUP

9786614335 P.13/14

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the date first written above.

DYNAMICS RESEARCH CORPORATION

By: _____ Date: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this _____ of _____, 2003, before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Notary Public

GSI LUMONICS INC.

By: Charles Barresi Date: _____

Title: VP + GM

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 2nd of May, 2003 before me personally appeared Charles Barresi to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

[Signature]
Notary Public

My Commission Expires: July 27, 2009

Schedule A
Patents

The issued and non-expired patents are:

6,297,750 B1	Linear position detection system
5,939,879	Magnetic encoder
5,430,537	Light beam distance encoder
5,079,549	Digital resolver
4,947,166	Single track absolute encoder
4,912,468	Non-linear error correction system
4,906,992	Single track absolute encoder
4,631,520	Position encoder compensation system

Schedule B
Trademarks

The registered trademarks are:

AUTOPHASE

Reg. No.:	1,378,656
Reg. Date:	1/14/1986
App. No.:	73/513,331
App. Date:	12/13/1984

Schedule C
Trade Names

The Dynamics Research Corporation Encoder Division trade names in association with the Products, include, without limitation:

Modular Encoder
Rotary Shaft Encoder
Hollow Shaft Encoder
Linear Encoder