

1
10-29-2003

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼ ▼



102586779

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

1. Name of conveying party(ies):
Gerber Scientific, Inc. **10-23-03**

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

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

2. Name and address of receiving party(ies)
Name: Fleet Capital Corporation, as Agent
Internal Address: _____
Street Address: 200 Glastonbury Boulevard
City: Glastonbury State: CT Zip: 06033

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island
 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: 05/9/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) See attached
 Schedule 4A _____
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached
 Schedule 4B _____
 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michelle Walters Fournier, RP
 Internal Address: Senior Paralegal
 Bingham McCutchen LLP (860) 240-2935
 Street Address: One State Street
 City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41).....\$ 915.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Michelle Walters Fournier _____ 10/22/2003
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: 34

10/28/2003 ECOOPER 00000044 76307266

01 FC:0521
02 FC:0522

40.00 OP
875.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002852 FRAME: 0307

SCHEDULE 1

(Continuation of Item 1)

Corporation**State**

- | | |
|--|-------------|
| 2. Gerber Scientific International, Inc. | Connecticut |
| 3. Gerber Coburn Optical, Inc. | Delaware |
| 4. Gerber Venture Capital Corporation | Delaware |
| 5. Gerber Technology Venture Company | Connecticut |
| 6. Gerber Coburn Optical International, Inc. | Delaware |

GERBER APPLICATIONS

GSP	GERBER SCIENTIFIC PRODUCTS, INC.	USA	76/307266	ACTIVE
TAURUS NEST	GERBER TECHNOLOGY, INC.	USA	78/110433	ACTIVE
CUTWORKS	GERBER TECHNOLOGY, INC.	USA	76/328957	ACTIVE
SIMULNEST	GERBER TECHNOLOGY, INC.	USA	76/328958	ACTIVE

REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>COMPANY</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
TRACENEDGE	COBURN OPTICAL INDUSTRIES, INC.	USA	1506848	10/4/88
COBURN COMPOSITE MARK (WITHOUT ROCKET)	COBURN OPTICAL INDUSTRIES, INC.	USA	1369809	11/12/85
COBURN	GERBER COBURN OPTICAL, INC.	USA	1223224	1/11/83
COBURN OPTICAL INDUSTRIES, INC. AND DESIGN	GERBER COBURN OPTICAL, INC.	USA	2063151	5/20/97
IQ AND DESIGN	GERBER COBURN OPTICAL, INC.	USA	2108557	10/28/97
ROCKET DESIGN	GERBER COBURN OPTICAL, INC.	USA	0749757	5/21/63
GERBER VARIABLE SCALE	GERBER SCIENTIFIC, INC.	USA	0738595	10/02/62
STYLIZED "G"	GERBER SCIENTIFIC, INC.	USA	0846229	03/19/68
GERBERMOVER	GERBER SCIENTIFIC, INC.	USA	1473939	01/26/88
GERBERCAL	GERBER SCIENTIFIC, INC.	USA	1423853	01/06/87
GERBER EDGE	GERBER SCIENTIFIC, INC.	USA	1914595	08/29/95
GSP	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1666485	12/03/91
SIGNMAKER	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1326431	03/19/85
GRAPHIX 2	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1351403	07/30/85
GRAPHIX 3	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1351402	07/30/85
GRAPHIX 4	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1351404	07/30/85
SIGNMAKER	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1647928	06/18/91
IMAGES ON VINYL	GERBER SCIENTIFIC PRODUCTS, INC.	USA	2026162	12/24/96

TRADEMARK	COMPANY	COUNTRY	REG. NO.	REG. DATE
GRAPHIX ADVANTAGE	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1681599	03/31/92
DIMENSION 200	GERBER SCIENTIFIC PRODUCTS, INC.	USA	1789130	08/24/93
GERBER GRAPHICS	GERBER SCIENTIFIC PRODUCTS, INC.	USA	2099726	09/23/97
EDGE	GERBER SCIENTIFIC PRODUCTS, INC.	USA	2094761	09/09/97
GERBER SCIENTIFIC PRODUCTS	GERBER SCIENTIFIC PRODUCTS, INC.	USA	2671493	01/07/03
GERBER SCIENTIFIC PRODUCTS WITH STYLIZED "G"	GERBER SCIENTIFIC PRODUCTS, INC.	USA	2665858	12/24/02
GERBER SCIENTIFIC PRODUCTS WITH STYLIZED COLORED "G"	GERBER SCIENTIFIC PRODUCTS, INC.	USA	2676880	01/21/03
GGT	GERBER TECHNOLOGY, INC.	USA	0932877	04/25/72
KNIFE INTELLIGENCE	GERBER TECHNOLOGY, INC.	USA	1104655	10/24/78
GERBER BRISTLE SQUARE	GERBER TECHNOLOGY, INC.	USA	1171987	10/06/81
PRODUCT DATA MANAGEMENT	GERBER TECHNOLOGY, INC.	USA	1823961	02/22/94
PDM	GERBER TECHNOLOGY, INC.	USA	1861479	11/01/94
ULTRAMARK	GERBER TECHNOLOGY, INC.	USA	1923437	10/03/95
GERBERCUTTER	GERBER TECHNOLOGY, INC.	USA	2612417	08/27/02

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (this "Trademark Assignment"), dated as of May 9, 2003, is by and among **GERBER SCIENTIFIC, INC.**, a Connecticut corporation, **GERBER SCIENTIFIC INTERNATIONAL, INC.**, a Connecticut corporation (successor by merger to Gerber Technology, Inc. and Gerber Scientific Products, Inc., each a Connecticut corporation) **GERBER COBURN OPTICAL, INC.**, a Delaware corporation, **GERBER COBURN OPTICAL INTERNATIONAL, INC.**, a Delaware corporation, **GERBER VENTURE CAPITAL CORPORATION**, a Delaware corporation, and **GERBER TECHNOLOGY VENTURE COMPANY**, a Connecticut corporation (collectively, "Assignors" and each individually an "Assignor"), and **FLEET CAPITAL CORPORATION**, as Administrative Agent and Collateral Agent (hereinafter, in such capacity, the "Agent") for itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to that certain Credit and Security Agreement, dated as of May 9, 2003 (as amended and in effect from time to time, the "Credit Agreement"), among Gerber Scientific, Inc., Gerber Scientific International, Inc. and Gerber Coburn Optical, Inc. (collectively, the "Borrowers"), the Guarantors named therein, the Lenders, the Agent, Fleet National Bank, as Issuing Bank, and Fleet Securities, Inc., as Lead Arranger.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Assignors execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a trademark assignment in substantially the form hereof;

WHEREAS, each of the Assignors expects to receive substantial direct and indirect benefits from the extensions of credit to the Borrowers by the Lenders pursuant to the Credit Agreement (which benefits are hereby acknowledged);

WHEREAS, the Assignors and the Borrowers are members of a group of related entities, the success of any one of which is dependent in part on the success of the other members of such group;

WHEREAS, pursuant to the Credit Agreement, each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Assignment is supplemental to the provisions contained in the Credit Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Assignment referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing, to the extent the same are registered with the PTO or enforceable under the laws of the United States.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control

manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Assignment. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or

associated with or appurtenant to the products, services and businesses of any Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the applicable Assignor or its business or for the direct or indirect benefit of the applicable Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.3 of the Credit Agreement shall be applicable to this Trademark Assignment.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, in addition to the Collateral granted to the Agent pursuant to the Credit Agreement, each Assignor hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and First Priority Lien on all of the Assignors' right title and interest in the Pledged Trademarks (subject only to Permitted Liens), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent.

2.2. Attachment. Each Assignor acknowledges that (a) value has been given, (b) such Assignor has rights in the Pledged Trademarks (other than after-acquired Pledged Trademarks), and (c) the parties have not agreed to postpone the time of attachment of the security interest created by this Trademark Assignment.

2.3. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders and the Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement and applicable law (including the transfer or other disposition of the Collateral by any Assignor to the Agent or its nominee in lieu of foreclosure).

2.4. Supplemental to Credit Agreement. Pursuant to the Credit Agreement each Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Collateral granted therein. The security interest granted herein

in the Pledged Trademarks is in addition to the security interest granted in the Collateral under the Credit Agreement, and the Agent shall have all of the rights and remedies with respect to the Pledged Trademarks as the Agent has with respect to the Collateral under the Credit Agreement, as well as any additional rights and remedies that are set forth herein. In no event shall this Trademark Assignment, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Assignment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Credit Agreement, the security interest of the Agent in the Collateral granted therein and this Trademark Assignment, the attachment and perfection of such security interest under the Uniform Commercial Code, or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Credit Agreement, the Pledged Trademarks, this Trademark Assignment or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of any Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of any Assignor) in, to or with respect to the Collateral provided in or arising under or in connection with the Credit Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants, with respect to the Pledged Trademarks for which it is the Assignor, that: (a) Schedule 5.5 to the Credit Agreement sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations which could reasonably be anticipated to result in a Material Adverse Effect; (c) to the best of such Assignor's knowledge, as of the date hereof, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to the best of such Assignor's knowledge, as of the date hereof, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights, except for infringements that, individually and in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; (e) as of the date hereof, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, as of the date hereof, there is no infringement by such Assignor of the trademark rights of others except for infringements that, individually and in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; (f) such Assignor is the sole and exclusive owner (except where trademarks are jointly held and such joint ownership is disclosed on Schedule 5.5 to the Credit Agreement) of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use, which license is disclosed on Schedule 5.5 to the Credit Agreement), free and clear of any liens, charges, encumbrances and adverse claims (except Permitted Liens), including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Credit Agreement and this Trademark Assignment and Permitted Liens; (g) such Assignor has the right to enter into this

Trademark Assignment and to perform its terms; (h) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks except where failure to do so could not reasonably be anticipated to result in a Material Adverse Effect; (i) such Assignor has used, and will continue to use for the duration of this Trademark Assignment, materially consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Assignment (to the extent applicable law might require the same), together with the Credit Agreement and appropriately filed UCC-1 financing statements with the proper filing offices, will create in favor of the Agent a valid and perfected security interest in the Pledged Trademarks upon making of such UCC-1 filings (and to the extent applicable law might require the same), the filings referred to in clause (k) of this §3), subject only to the rights of the Tranche B Lenders therein pursuant to the Intercreditor Agreement and the holders of Permitted Liens; and (k) except for the filing of financing statements with the Secretary of State for the State of organization of such Assignor under the Uniform Commercial Code and the recording of this Trademark Assignment with the PTO (to the extent applicable law might require the same), no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Assignment by such Assignor, or (ii) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder with respect to those items contained in the definition of Pledged Trademarks which can be perfected by the filing of a financing statement under Article 9 of the Uniform Commercial Code or the filing of a Trademark Security agreement with the PTO (excluding specifically, for example and not in limitation, copyrights to the extent the same constitute "Related Assets" and all after acquired property).

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent, no Assignor will (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks (except Permitted Liens), or (b) enter into any agreement (including, for example, a license agreement) that is prohibited by this Trademark Assignment or the Credit Agreement.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, such new Trademarks, Trademark Registrations and Trademark Rights shall automatically be included within the Pledged Trademarks hereunder and the provisions of this Trademark Assignment shall apply thereto. Each Assignor shall provide to the Agent such notices, and shall execute and deliver to the Agent such documents or instruments, as are required to be provided, executed and delivered with respect to Trademarks granted as Collateral under the Credit Agreement (including, without limitation, Section 4.2(l) of the Credit Agreement with respect to the Pledged Trademarks to the same extent as if Section 4.2(l) were set forth herein and applied to all of the Pledged Trademarks).

5.2. Amendment to Schedule. Each Assignor authorizes the Agent to modify this Trademark Assignment and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §5, but no Assignor makes any representation or warranty with respect thereto unless such Assignor has contributed to such amendment.

6. TRADEMARK PROSECUTION.

6.1. Assignor Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks to the same extent with respect to all of the Pledged Trademarks as is required with respect to Trademarks by Section 4.2(l) of the Credit Agreement, and shall hold each of the Agent and the Lenders harmless from any and all reasonable, out-of-pocket costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Assignment or the transactions contemplated hereby.

6.2. Assignor's Duties, etc. With respect to the Pledged Trademarks for which it is the Assignor, each Assignor shall, in the ordinary course of business consistent with its past practices, file and prosecute diligently, all applications for registration of Pledged Trademarks now or hereafter pending that would be, in such Assignors' reasonable business judgment, necessary to any business of such Assignor to which any such applications pertain, and to do all acts in the ordinary course of business consistent with past practices and in its commercially reasonable business judgment, in any such instance, necessary to preserve and maintain all material rights in such registered Pledged Trademarks including (a) the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Pledged Trademarks or Trademark Registrations and (b) institution and maintenance of appropriate suits, proceedings or actions, unless such Pledged Trademarks are not material to the business of such Assignor, as reasonably determined by such Assignor consistent with historical and prudent and commercially reasonable business practices. Any expenses incurred in connection with such applications and actions shall be borne by such Assignor. Except in accordance with historical and prudent and commercially reasonable business practices, no Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Pledged Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld or delayed.

6.3. Assignor's Enforcement Rights. With respect to the Pledged Trademarks for which it is the Assignor, each Assignor shall have the right to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Each Assignor may require the Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender to any risk of liability. Each Assignor shall promptly, upon demand,

reimburse and indemnify the Agent for all damages and reasonable out-of-pocket costs and expenses, including reasonable legal fees, incurred by the Agent pursuant to this §6.3.

6.4. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignors will notify the Agent in writing of the institution of, or any final materially adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks) if, in the case of any of the foregoing, such institution, determination, or event has or could reasonable be expected to have a Material Adverse Effect. Each notice given pursuant to this §6.4 shall be accompanied by a statement of a Designated Financial Officer setting forth the details of the institution, determination, or event requiring such notice and of any action taken or proposed to be taken with respect thereto.

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Assignment (including, without limitation, those set forth in §2.3, the Credit Agreement and the other Loan Documents (all of which remedies shall be available to the Agent to the same extent as if the grant of the security interest in and assignment of the Pledged Trademarks herein were set forth in the Credit Agreement), those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Connecticut, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all reasonable expenses incurred by the Agent in attempting to enforce this Trademark Assignment (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Credit Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to any Assignor at least ten (10) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

Notwithstanding anything contained herein to the contrary contained herein, the rights and remedies of the Agent and the Lenders hereunder are subject to any limitations thereon that are set forth in the Intercreditor Agreement.

8. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of such Assignor shall be breached, the Agent, in its own name or that of such Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Assignor agrees promptly to reimburse the Agent for any reasonable cost or expense incurred by the Agent in so doing.

9. POWER OF ATTORNEY.

Each Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power (without limitation of the power granted to the Agent by Section 4.2(v) of the Credit Agreement) exercisable only upon the occurrence and during the continuance of an Event of Default, to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent, upon the occurrence and during the continuance of any Event of Default, to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder, including, without limitation, the filing and prosecuting of registration and transfer applications with the appropriate federal, state or local agencies or authorities with respect to the Pledged Trademarks. To the extent permitted by law, each Assignor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable. The powers conferred on the Agent hereunder are solely to protect the interests of the Agent and the Lenders in the Pledged Trademarks and shall not impose any duty upon the Agent to exercise any such powers. The Agent shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to any Assignor for any act or failure to act, except for the Agent's own gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

10. FURTHER ASSURANCES.

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request in order to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks to the extent contemplated hereby and by Section 4.2 of the Credit Agreement.

11. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Assignment shall terminate and the Agent shall, upon the written request and at the reasonable expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignors pursuant to this Trademark Assignment, as fully as if this Trademark Assignment had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Credit Agreement.

12. COURSE OF DEALING.

No course of dealing between any Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or any other 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.

13. EXPENSES.

Any and all reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Assignment and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the Post-Default Rate that is applicable to Base Rate Loans.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE

EXCLUSIVELY THE RESPONSIBILITY OF EACH ASSIGNOR, AND SUCH ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Assignment shall be made or given in the manner set forth in Section 11.1 of the Credit Agreement.

17. AMENDMENT AND WAIVER.

This Trademark Assignment is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignors, except as provided in §5.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. Each Assignor agrees that any suit for the enforcement of this Trademark Assignment may be brought in the courts of the State of Connecticut or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Assignor by mail at the address specified in or pursuant to Section 11.1 of the Credit Agreement. Each Assignor hereby waives any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. WAIVER OF JURY TRIAL.

EACH ASSIGNOR AND THE AGENT WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (a) certifies that neither the Agent or any Lender nor any representative, agent or attorney of the Agent or any Lender has represented, expressly or otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement, and the other Loan Documents to which the Agent or any Lender is a party, the Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19. **EACH ASSIGNOR CERTIFIES THAT IT MAKES THE FOREGOING WAIVERS AND**

EACH OF THE WAIVERS SET FORTH IN §20 HEREOF KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF SUCH WAIVERS WITH ITS ATTORNEYS.

20. PREJUDGMENT REMEDY WAIVER.

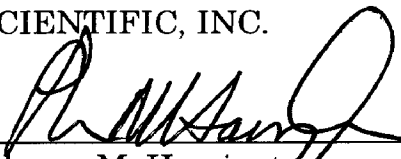
EACH OF THE ASSIGNORS HEREBY REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ARE A PART IS A "COMMERCIAL TRANSACTION" WITHIN THE MEANING OF CHAPTER 903A OF CONNECTICUT GENERAL STATUTES, AS AMENDED. EACH OF THE ASSIGNORS HEREBY WAIVES ITS RIGHT TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a ET. SEQ. AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES THE AGENT MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER AND UNDER THE OTHER LOAN DOCUMENTS. MORE SPECIFICALLY, EACH OF THE ASSIGNORS ACKNOWLEDGES THAT THE AGENT'S ATTORNEY MAY, PURSUANT TO CONN. GEN. STAT. §52-278f, ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. EACH OF THE ASSIGNORS ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY AS AFORESAID AND THE AGENT ACKNOWLEDGES EACH SUCH ASSIGNOR'S RIGHT TO SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT. EACH OF THE ASSIGNORS FURTHER WAIVES ITS RIGHTS TO REQUEST THAT THE AGENT POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT SUCH ASSIGNOR AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE AGENT AND WAIVES ANY OBJECTIONS TO ANY PREJUDGMENT REMEDY OBTAINED BY THE AGENT.

21. MISCELLANEOUS.

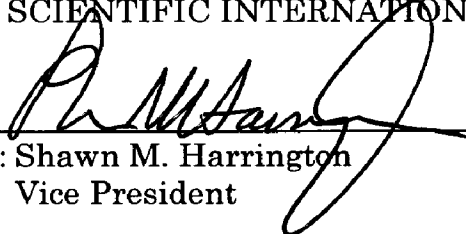
The headings of each section of this Trademark Assignment are for convenience only and shall not define or limit the provisions thereof. This Trademark Assignment and all rights and obligations hereunder shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Assignment and the Credit Agreement, the provisions of the Credit Agreement shall control. If any term of this Trademark Assignment shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Assignment shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Assignment.

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the day and year first above written.

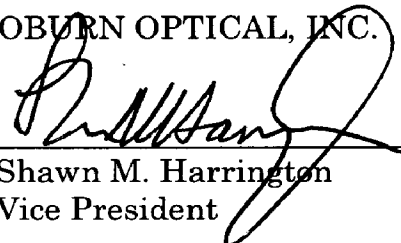
GERBER SCIENTIFIC, INC.

By: 
Name: Shawn M. Harrington
Title: Executive Vice President and
Chief Financial Officer

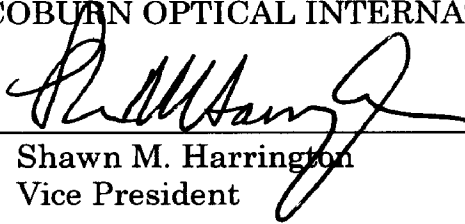
GERBER SCIENTIFIC INTERNATIONAL, INC.

By: 
Name: Shawn M. Harrington
Title: Vice President

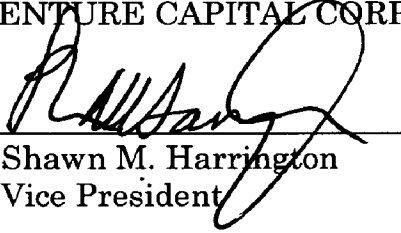
GERBER COBURN OPTICAL, INC.

By: 
Name: Shawn M. Harrington
Title: Vice President

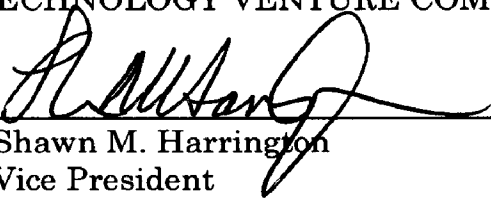
GERBER COBURN OPTICAL INTERNATIONAL, INC.

By: 
Name: Shawn M. Harrington
Title: Vice President

GERBER VENTURE CAPITAL CORPORATION

By: 
Name: Shawn M. Harrington
Title: Vice President

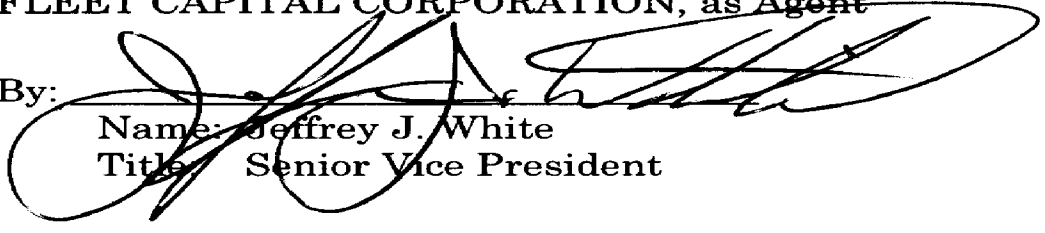
GERBER TECHNOLOGY VENTURE COMPANY

By: 
Name: Shawn M. Harrington
Title: Vice President

[Signature Page to Trademark Collateral Security and Pledge Agreement]

FLEET CAPITAL CORPORATION, as Agent

By:

A large, stylized handwritten signature in black ink, written over the printed name and title.

Name: Jeffrey J. White

Title: Senior Vice President

[Signature Page to Trademark Collateral Security and Pledge Agreement]

TRADEMARK
REEL: 002852 FRAME: 0325

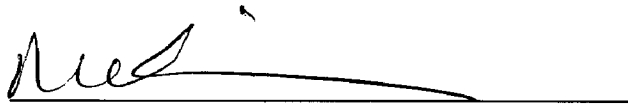
STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 5th day of May, 2003, before me, Michelle Walters Fournier the undersigned officer, personally appeared Shawn M. Harrington, who acknowledged himself to be the Executive Vice President and Chief Financial Officer of Gerber Scientific, Inc., and that he as such Executive Vice President and Chief Financial Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Gerber Scientific, Inc. by himself as such Executive Vice President and Chief Financial Officer; and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission Expires:

**MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2005**

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 5th day of May, 2003, before me, Michelle Walters Fournier the undersigned officer, personally appeared Shawn M. Harrington, who acknowledged himself to be the Vice President of Gerber Scientific International, Inc., and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Gerber Scientific International, Inc. by himself as such Vice President; and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission Expires:

**MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2005**

[Signature Page to Trademark Collateral Security and Pledge Agreement]

**TRADEMARK
REEL: 002852 FRAME: 0326**

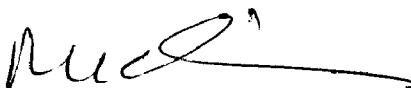
STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 5th day of May, 2003, before me, Michelle Walters Fournier the undersigned officer, personally appeared Shawn M. Harrington, who acknowledged himself to be the Vice President of Gerber Coburn Optical, Inc., and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Gerber Coburn Optical, Inc. by himself as such Vice President; and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission Expires:

MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2005

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 5th day of May, 2003, before me, Michelle Walters Fournier the undersigned officer, personally appeared Shawn M. Harrington, who acknowledged himself to be the Vice President of Gerber Coburn Optical International, Inc., and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Gerber Coburn Optical International, Inc. by himself as such Vice President; and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission Expires:

MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2005

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 5th day of May, 2003, before me, Michelle Walters Fournier, the undersigned officer, personally appeared Shawn M. Harrington, who acknowledged himself to be the Vice President of Gerber Venture Capital Corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Gerber Venture Capital Corporation by himself as such Vice President; and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission Expires:

MICHELLE WALTERS FOURNIER

NOTARY PUBLIC

MY COMMISSION EXPIRES SEP. 30, 2005

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 5th day of May, 2003, before me, Michelle Walters Fournier, the undersigned officer, personally appeared Shawn M. Harrington, who acknowledged himself to be the Vice President of Gerber Technology Venture Company, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said Gerber Technology Venture Company by himself as such Vice President; and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission Expires:

MICHELLE WALTERS FOURNIER

NOTARY PUBLIC

MY COMMISSION EXPIRES SEP. 30, 2005

[Signature Page to Trademark Collateral Security and Pledge Agreement]

STATE OF CONNECTICUT)

) ss. Hartford

COUNTY OF HARTFORD)

On this the 5th day of May, 2003, before me, Michelle Walters Fournier
the undersigned officer, personally appeared Jeffrey J. White, who acknowledged himself to
be the Senior Vice President of Fleet Capital Corporation, and that he as such Senior Vice
President, being authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of said Fleet Capital Corporation by himself as such
Senior Vice President; and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Notary Public

My Commission Expires:

MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2005

SCHEDULE A

Trademarks and Trademark Registrations

Trademark
or
Service Mark

Registrations –
United States Patent and Trademark Office
Registration No. Registration Date

See Attached

Trademark
or
Service Mark

Pending Applications –
United States Patent and Trademark Office
Serial No. Filing Date

See Attached

TRADEMARKS

TRADEMARK OWNER	CLASS	REG. NO.	COUNTRY	SERIAL OR REG. NUMBER	STATUS
COBURN OPTICAL INDUSTRIES, INC.		2113	BRAZIL	815815948	N/A
COBURN OPTICAL INDUSTRIES, INC.		2113	CANADA	371872	N/A
COBURN OPTICAL INDUSTRIES, INC.		2130	CANADA	403881	N/A
COBURN OPTICAL INDUSTRIES, INC.		108-CT	BRAZIL	815815964	N/A
COBURN OPTICAL INDUSTRIES, INC.		108-CT	CANADA	371874	N/A
COBURN OPTICAL INDUSTRIES, INC.		8001 CNC	CANADA	371875	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	BRAZIL	810768550	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	CANADA	398381	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	CHILE	533714	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	COLOMBIA	140802	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	FRANCE	1485127	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	GERMANY	1051880	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	GREAT BRITAIN	1355642	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	GREAT BRITAIN	B1320830	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	JAPAN	2111538	N/A
COBURN OPTICAL INDUSTRIES, INC.		COBURN	JAPAN	2052788	N/A

MARK	MARK	COUNTRY	SERIAL OR REG. NUMBER	STATUS
COBURN OPTICAL INDUSTRIES, INC.	COBURN	SINGAPORE	B4269/88	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN	SWEDEN	203146	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN 108-CT	AUSTRALIA	B541441	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN 108-CT	GREAT BRITAIN	1440357	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN BULLET DESIGN	GREAT BRITAIN	B1320834	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN BULLET DESIGN	SPAIN	1217135	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	AUSTRALIA	A499194	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	BRAZIL	815816006	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	CANADA	207128	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	CANADA	394077	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	CANADA	395230	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	COLOMBIA	162016	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	GREAT BRITAIN	1361493	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK	SINGAPORE	S/B6202/89	N/A

REGISTRATION NUMBER	MARK	COUNTRY	REGISTRATION NUMBER	STATUS
COBURN OPTICAL INDUSTRIES, INC.	COBURN CS-7	AUSTRALIA	B541444	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN CS-7	GREAT BRITAIN	1440348	N/A
COBURN OPTICAL INDUSTRIES, INC.	COBURN CS-7	JAPAN	2666361	N/A
COBURN OPTICAL INDUSTRIES, INC.	CS-7	BRAZIL	815815980	N/A
COBURN OPTICAL INDUSTRIES, INC.	CS-7	CANADA	371873	N/A
COBURN OPTICAL INDUSTRIES, INC.	LABMASTER	CANADA	371009	N/A
COBURN OPTICAL INDUSTRIES, INC.	QUICK SIX	CANADA	416879	N/A
COBURN OPTICAL INDUSTRIES, INC.	ROCKET DESIGN	CANADA	195575	N/A
COBURN OPTICAL INDUSTRIES, INC.	RXP	AUSTRALIA	A543822	N/A
COBURN OPTICAL INDUSTRIES, INC.	RXP	CANADA	371018	N/A
COBURN OPTICAL INDUSTRIES, INC.	RXP	GREAT BRITAIN	1443343	N/A
COBURN OPTICAL INDUSTRIES, INC.	SUPER PLASTI-SHEEN	CANADA	387054	N/A
COBURN OPTICAL INDUSTRIES, INC.	TRACENEDGE	AUSTRALIA	B475969	N/A
COBURN OPTICAL INDUSTRIES, INC.	TRACENEDGE	BRAZIL	815815972	N/A
COBURN OPTICAL INDUSTRIES, INC.	TRACENEDGE	CANADA	375614	N/A
COBURN OPTICAL INDUSTRIES, INC.	TRACENEDGE	FRANCE	1476312	N/A
COBURN OPTICAL INDUSTRIES, INC.	TRACENEDGE	GREAT BRITAIN	1326104	N/A

TRADEMARK OWNER	MARK	CLASSIFICATION	REGISTRATION NUMBER	STATUS
COBURN OPTICAL INDUSTRIES, INC.	TRACENEDGE (STYLIZED)	CANADA	414160	N/A
COBURN OPTICAL INDUSTRIES, INC.	TSM	CANADA	403500	N/A
COBURN OPTICAL INDUSTRIES, INC.	TST	CANADA	403501	N/A
GERBER COBURN OPTICAL, INC.	COBURN	ARGENTINA	1838945	N/A
GERBER COBURN OPTICAL, INC.	COBURN	AUSTRALIA	B325518	N/A
GERBER COBURN OPTICAL, INC.	COBURN	AUSTRALIA	B361344	N/A
GERBER COBURN OPTICAL, INC.	COBURN	BENELUX	437711	N/A
GERBER COBURN OPTICAL, INC.	COBURN	BENELUX	452589	N/A
GERBER COBURN OPTICAL, INC.	COBURN	CHINA	547482	N/A
GERBER COBURN OPTICAL, INC.	COBURN	JAPAN	2279034	N/A
GERBER COBURN OPTICAL, INC.	COBURN	NORWAY	139695	N/A
GERBER COBURN OPTICAL, INC.	COBURN	TAIWAN	439566	N/A
GERBER COBURN OPTICAL, INC.	COBURN	USA	1223224	N/A
GERBER COBURN OPTICAL, INC.	COBURN COMPOSITE MARK	CHINA	547483	N/A
GERBER COBURN OPTICAL, INC.	COBURN COMPOSITE MARK	EUROPE - CTM	173427	N/A
GERBER COBURN OPTICAL, INC.	COBURN COMPOSITE MARK	SPAIN	1282970	N/A
GERBER COBURN OPTICAL, INC.	COBURN COMPOSITE MARK	SWEDEN	221953	N/A

TRADEMARK	MARK	COUNTRY	REG. NUMBER	STATUS
GERBER COBURN OPTICAL, INC.	TRACENEDGE	SWEDEN	220506	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	DIMENSION 200	USA	1789130	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	EDGE	USA	2094761	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	EDGE	UK	2121173	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	GERBER EDGE	UK	2016813	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	GERBER GRAPHICS	USA	2099726	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GERBER SCIENTIFIC PRODUCTS	USA	2671493	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GERBER SCIENTIFIC PRODUCTS WITH STYLIZED "G"	USA	2665858	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GERBER SCIENTIFIC PRODUCTS WITH STYLIZED COLORED "G"	USA	2676880	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GRAPHIX	CANADA	306610	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	GRAPHIX	FRANCE	1278486	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	GRAPHIX	ITALY	682930	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	GRAPHIX	S. AFRICA	B84/5986	N/A

REGISTERED OWNER	MARK	COUNTRY	SERIAL OR REG. NUMBER	STATUS
GERBER SCIENTIFIC PRODUCTS, INC.	GRAPHIX 2	USA	1351403	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GRAPHIX 3	USA	1351402	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GRAPHIX 4 GRAPHIX ADVANTAGE	USA	1351404	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GSP	USA	1681599	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GSP	USA	1666485	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	GSP	USA		LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	SIGNMAKER	USA	1326431	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	SIGNMAKER	USA	1647928	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	SIGNMAKER IV	CANADA	304393	N/A
GERBER SCIENTIFIC PRODUCTS, INC.	IMAGES ON VINYL GERBER SCIENTIFIC PRODUCTS	USA	74521986	LIVE
GERBER SCIENTIFIC PRODUCTS, INC.	DIMENSION PLUS	USA	1869575	DEAD
GERBER SCIENTIFIC PRODUCTS, INC.	SCREENJET	USA	1858371	DEAD
GERBER SCIENTIFIC PRODUCTS, INC.	SIGNS PEOPLE NOTICE	USA	74691296	DEAD
GERBER SCIENTIFIC PRODUCTS, INC.	LETTERSMTIH	USA	1583494	DEAD
GERBER SCIENTIFIC PRODUCTS, INC.	GSP SPRINT 48	USA	1591761	DEAD

TRADEMARK OWNER	MARK	COUNTRY	SERIAL OR REG. NUMBER	STATUS
GERBER SCIENTIFIC PRODUCTS, INC.	SIGNMAKER IV	USA	73453212	DEAD
GERBER SCIENTIFIC PRODUCTS, INC.	GSP	USA	1209001	DEAD
GERBER SCIENTIFIC, INC.	FORMATTER	USA	1162599	DEAD
GERBER SCIENTIFIC, INC.	GRAPHANALOGUE	USA	0879914	DEAD
GERBER SCIENTIFIC, INC.	AUTOPREP 5000	USA	1231764	LIVE
GERBER SCIENTIFIC, INC.	GERBER VARIABLE SCALE	USA	0738595	LIVE
GERBER SCIENTIFIC, INC.	GGT	USA	0932877	LIVE
GERBER SCIENTIFIC, INC.	G	USA	0846229	LIVE
GERBER SCIENTIFIC, INC.	GERBERCAL	USA	1423853	LIVE
GERBER SCIENTIFIC, INC.	GERBER EDGE	USA	1914595	LIVE
GERBER SCIENTIFIC, INC.	GERBER VARIABLE SCALE	USA	738595	LIVE
GERBER SCIENTIFIC, INC.	STYLIZED "G"	USA	846229	LIVE
GERBER SCIENTIFIC, INC.	GERBER SCIENTIFIC PRODUCTS	USA	1660586	DEAD
GERBER SCIENTIFIC, INC.	GERBERSCANNER	USA	1501032	DEAD
GERBER SCIENTIFIC, INC.	GERBER CAMSCO	USA	73642646	DEAD
GERBER SCIENTIFIC, INC.	STYLIZED "G"	BRAZIL	813686911	N/A
GERBER SCIENTIFIC, INC.	STYLIZED "G"	GERMANY	1013399	N/A
GERBER SCIENTIFIC, INC.	STYLIZED "G"	FRANCE	1718375	N/A
GERBER SCIENTIFIC, INC.	STYLIZED "G"	ITALY	871889	N/A

TRADEMARK/OWNER	CLASS	COUNTRY	Serial or Reg. Number	STATUS
GERBER SCIENTIFIC, INC.	STYLIZED "G"	KOREA	69108	N/A
GERBER SCIENTIFIC, INC.	STYLIZED "G"	SWEDEN	169964	N/A
GERBER SCIENTIFIC, INC.	STYLIZED "G" (CLASS 59)	TAIWAN	116578	N/A
GERBER SCIENTIFIC, INC.	STYLIZED "G" (CLASS 80)	TAIWAN	119441	N/A
GERBER SCIENTIFIC, INC.	STYLIZED "G" (CLASS 92)	TAIWAN	118885	N/A
GERBER TECHNOLOGY, INC.	APEX	ITALY	518530	N/A
GERBER TECHNOLOGY, INC.	CUTWORKS	USA	76328957	LIVE
GERBER TECHNOLOGY, INC.	GERBER BRISTLE SQUARE	USA	1171987	LIVE
GERBER TECHNOLOGY, INC.	GERBER BRISTLE SQUARE	BRAZIL	8136967670	N/A
GERBER TECHNOLOGY, INC.	GERBERCUTTER	ARGENTINA	1612012	N/A
GERBER TECHNOLOGY, INC.	GERBERCUTTER	BRAZIL	812270223	N/A
GERBER TECHNOLOGY, INC.	GERBERCUTTER	COLOMBIA	123874	N/A
GERBER TECHNOLOGY, INC.	GERBERCUTTER	JAPAN	2073037	N/A
GERBER TECHNOLOGY, INC.	GERBERCUTTER	KOREA	68094	N/A
GERBER TECHNOLOGY, INC.	GERBERCUTTER	TAIWAN	124123	N/A
GERBER TECHNOLOGY, INC.	GERBERCUTTER	USA	2612417	LIVE
GERBER TECHNOLOGY, INC.	GERBERCUTTER	USA	1473939	LIVE
GERBER TECHNOLOGY, INC.	GERBERMOVER	USA	932877	LIVE
GERBER TECHNOLOGY, INC.	GGT	USA	1001391	N/A
GERBER TECHNOLOGY, INC.	GGT	GERMANY	1001391	N/A
GERBER TECHNOLOGY, INC.	GGT	FRANCE	1524840	N/A

TRADEMARK	MARK	COUNTRY	SERIAL OR REG. NUMBER	STATUS
GERBER TECHNOLOGY, INC.	GGT	ITALY	872502	N/A
GERBER TECHNOLOGY, INC.	GGT	JAPAN	1681532	N/A
GERBER TECHNOLOGY, INC.	GGT	JAPAN	1560800	N/A
GERBER TECHNOLOGY, INC.	GGT	KOREA	66487	N/A
GERBER TECHNOLOGY, INC.	GGT	PERU	60473	N/A
GERBER TECHNOLOGY, INC.	GGT	SWEDEN	171098	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	USA	1104655	LIVE
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	BRAZIL	813490782	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	GERMANY	1024891	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	SPAIN	969623	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	FRANCE	1201674	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	UK	1149736	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	ITALY	40003-C/81	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	SWEDEN	177525	N/A
GERBER TECHNOLOGY, INC.	KNIFE INTELLIGENCE	TAIWAN	117386	N/A
GERBER TECHNOLOGY, INC.	PDM	USA	1861479	N/A

TRADEMARK OWNER	MARK	COUNTRY	SERIAL OR REG. NUMBER	STATUS
GERBER TECHNOLOGY, INC.	PRODUCT DATA MANAGEMENT	USA	1823961	LIVE
GERBER TECHNOLOGY, INC.	SIMULNEST	USA	76328958	LIVE
GERBER TECHNOLOGY, INC.	STYLIZED "G"	JAPAN	2073037	N/A
GERBER TECHNOLOGY, INC.	TAURUS NEST	USA	78110433	LIVE
GERBER TECHNOLOGY, INC.	ULTRAMARK	USA	1923437	LIVE
GERBER TECHNOLOGY, INC.	LEATHERWORKS	USA	76328961	DEAD
GERBER TECHNOLOGY, INC.	MATCHWORKS	USA	76328959	DEAD
GERBER TECHNOLOGY, INC.	ROUTEWORCS	USA	76328963	DEAD
GERBER TECHNOLOGY, INC.	CADWORKS	USA	76328962	DEAD
GERBER TECHNOLOGY, INC.	CIMWORKS	USA	76328960	DEAD
GERBER TECHNOLOGY, INC.	GT REX	USA	76272193	DEAD
GERBER TECHNOLOGY, INC.	GT REX	USA	76272192	DEAD
COBURN OPTICAL INDUSTRIES, INC.	TRACENEDGE	USA	1506848	LIVE
COBURN OPTICAL INDUSTRIES, INC.	COBURN COMPOSITE MARK (WITHOUT ROCKET)	USA	1369809	LIVE
GERBER COBURN OPTICAL, INC.	COBURN OPTICAL INDUSTRIES, INC. AND DESIGN	USA	2063151	LIVE
GERBER COBURN OPTICAL, INC.	IQ AND DESIGN	USA	2108557	LIVE
GERBER COBURN OPTICAL, INC.	ROCKET DESIGN	USA	749757	