

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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):

GSI Lumonics, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 04/02/01

2. Name and address of receiving party(ies)

Name: Prima North America, Inc.

Internal

Address:

Street Address: 711 East Main St.

City: Chicopee State: MA Zip: 01020

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,841,683

Additional number(s) attached Yes No

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

Name: James W. Miller

Internal Address: Suite 1005 Foshay Tower

Street Address: 821 Marquette Avenue

City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved:

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James W. Miller

Name of Person Signing

Signature

6/17/04

Date

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

16

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

OP \$40.00 1841683

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No. 85.2.4/USA

In re Registration of:)
)
Prima North America, Inc.)
)
Mark)
BEAMDIRECTOR)
)
Reg. No.)
1,841,683)
)

STATEMENT RE CHAIN OF OWNERSHIP

The Honorable Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

Since the last recorded assignment, the ownership of the above-identified registration has changed in the following manner:

GSI Lumonics Inc.	Last Listed Owner
 Laserdyne Prima, Inc.	 Through purchase by Prima Inc. (See Bill of Sale dated 4/2/2001) and through name change of Prima Inc. to Laserdyne Prima, Inc. (See Certificate of Amendment dated 4/6/2001).
 Prima North America, Inc.	 Through merger with Convergent Prima Inc. (See the dual Joint Unanimous Consent In Writing of the Shareholders and Board of Directors of Convergent Prima, Inc. and Laserdyne Prima, Inc. dated

12/30/2002) and through name change of Convergent Prima, Inc. to Prima North America, Inc. (See the Certificate of Amendment of Certificate of Incorporation of Convergent Prima, Inc. dated 01/08/2003 and the Delaware Certification of the name change dated 01/15/2003).

This documentation has been submitted to show that the accompanying Combined Declaration of Use and Application for Renewal under Sections 8 & 9 has been submitted by the current owner of the above-identified mark.

June 17, 2004

Respectfully submitted,



James W. Miller
Registration No. 27,661
Suite 1005 Foshay Tower
821 Marquette Avenue
Minneapolis, MN 55402

Telephone (612) 338-5915

EXECUTION FINAL

BILL OF SALE**BETWEEN PRIMA U.S., INC, BUYER, AND
GSI LUMONICS CORPORATION, SELLER**

THIS BILL OF SALE is made by GSI Lumonics Corporation, a Michigan corporation, with an office at 39 Manning Road, Billerica, Massachusetts 01821 ("*Seller*"), to Prima U.S., Inc., a Michigan corporation, with its principal place of business located at 23399 Commerce Drive, Farmington Hills, Michigan 48335 ("*Buyer*"), this 2nd day of April, 2001.

1. **Purpose.** Buyer and Seller are parties to Asset Purchase Agreement (the "*Asset Purchase Agreement*"), dated March 8, 2001, whereby Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, all of Seller's right, title and interest in and to the Acquired Assets, as that term is defined in the Asset Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. **Conveyance.** In accordance with and pursuant to the terms of the Asset Purchase Agreement, Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer the Acquired Assets which shall include, other than the Licensed Intellectual Property, all of the Business, goodwill, assets, properties and rights of every nature, kind and description, whether tangible or intangible, real (including leasehold interests), personal or mixed, whether or not carried or reflected on the books and records of Seller, which are: (i) owned by Seller or in which Seller has any interest (including the right to use), (ii) used in the Business, and (iii) are either (A) located at the Maple Grove Facility or (B) are listed on Schedule 1.1 of the Asset Purchase Agreement and located at another facility of Seller or GSI Lumonics Inc.; provided, however, the Acquired Assets exclude those items which are listed on Schedule 1.2 of the Asset Purchase Agreement. Subject to the foregoing, the Acquired Assets shall include, but not be limited to, the following:

2.1 all Seller's tangible personal property used in the Business (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, and tools);

2.1 the Trademarks;

2.2 all agreements, indentures, instruments, guaranties, other similar arrangements, and rights thereunder listed on Schedule 1.3 of the Asset Purchase Agreement;

2.3 all franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies;

2.4 with the exception of original tax and accounting records (complete copies of which shall be provided to Buyer), all books, records, ledgers, files, documents, correspondence, lists, mailing and customer lists used by Seller in the Business, drawings, specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written material; and

2.5 with the exception of original tax and accounting records, all computer printouts, data bases and hardware and related items used in the conduct of the Business, including accounting and invoices.

3. Seller's Undertaking. If, subsequent to the date hereof, any property that is part of the Acquired Assets comes into the possession of Seller, Seller shall promptly deliver the same to Buyer, at Buyer's expense. Seller agrees to execute and deliver or cause to be executed and delivered to Buyer, at Buyer's expense, such further instruments of transfer and conveyance and to take such other actions as Buyer may reasonably request to carry out the transfer of the Acquired Assets conveyed herein to Buyer.

4. The Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Seller or Buyer contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Asset Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

AGREED AND ACCEPTED:

"SELLER"

GSI Lumonics Corporation

By: _____

Charles D. Winston
Its: President and CEO

"BUYER"

Prima U.S., Inc.

By: _____

Gianfranco Carbonato
Its: President and CEO

Schedule 3.11.2 Continued
Seller-Owned Intellectual Property

Part (3) Trademarks

Registered Trademarks

Trademark Number	Trademark	Coverage
1,841,683	BEAMDIRECTOR	Laser machining positioning system comprised of computer controls, laser generator, and motion positioning devices, not for medical use.
[REDACTED]	[REDACTED]	Laser machine tool systems comprising a laser, a positioning system, and a control system, sold together.
[REDACTED]	[REDACTED]	Welding, Cutting and Drilling of Material by Use of Lasers. Design and Development of Laser Machines; and Metallurgical Testing. Localized Laser Heat Treating and Surface Alloying

Unregistered Trademarks

The following trademarks are not registered in any country and there are no applications for registration currently pending for such trademarks:

- Selectable Seek™
- Feature Finding™
- In-Fixture Gaging™
- Fixture ID™
- AutoNormal™
- TeachVision™

GSLI has used the above trademarks in its operation of the Business and GSLI has, and transfers to Prima, only the common law rights to use the above trademarks that have arisen as a result of GSLI's use.

2

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the *CERTIFICATE OF AMENDMENT - CORPORATION*

for

LASERDYNE PRIMA, INC.

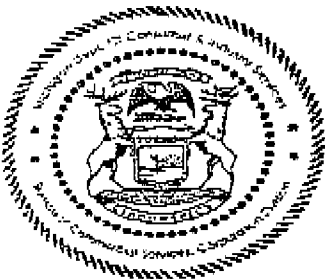
ID NUMBER: 389555

received by facsimile transmission on April 5, 2001 is hereby endorsed

Filed on April 6, 2001 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6th day of April, 2001.



Director

Bureau of Commercial Services

Send by Facsimile Transmission 04/06/01

RS/CD 5-3 (Rev. 02/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 30 days after received date is stated in the document.	
Name Rockwood W. Bullard III	
Address 6060 Dixie Highway, Suite H	
City	State Zip Code
Clarkston, Michigan	48346-3475
EFFECTIVE DATE:	

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1962 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Prima U.S., Inc.	
2. The identification number assigned by the Bureau is:	389555

3. Article <u>1</u> of the Articles of Incorporation is hereby amended to read as follows:	
<p>The name of the corporation is: Laserdyne Prima, Inc.</p>	

TRADEMARK

REEL: 002873 FRAME: 0104

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 2nd day of April, 2001 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

at a meeting the necessary votes were cast in favor of the amendment.

by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

by the board of a profit corporation pursuant to section 611(2).

Profit Corporations

Signed this 2nd day of April, 2001

By Bullard
(Signature of an authorized officer or agent)

Rockwood W. Bullard III, Corporate Secretary
(Type or Print Name)

Nonprofit and Professional Service Corporations

Signed this _____ day of _____

By _____
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)

(Type or Print Title)

Laserdyne Prima, Inc.

**JOINT UNANIMOUS CONSENT IN WRITING
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS**

The undersigned, being the sole Shareholder and the entire Board of Directors of Laserdyne Prima, Inc., a Michigan corporation ("Company"), by unanimous consent in writing pursuant to the authority contained in the Michigan Business Corporation Act, without the formality of convening a meeting, hereby severally and collectively consent to the following actions on behalf of the Company:

RESOLVED: That the Board of Directors declares it advisable that the Company merge with Convergent Prima, Inc., a Delaware corporation ("Convergent"), under the provisions of Section 252 of the General Corporation Law of the State of Delaware and of Section 450.1705 of the Michigan Business Corporation Act, with Convergent to be the surviving corporation.


RESOLVED: That the Plan and Agreement of Merger, a copy of which is attached hereto, providing for the merger of the Company into Convergent under the provisions of Section 252 of the General Corporation Law of the State of Delaware and of Section 450.1705 of the Michigan Business Corporation Act, be and hereby is approved and adopted.

(Remainder of Page Intentionally Left Blank.)

This Consent, executed as of the 30th day of December, 2002, pursuant to the provisions of Sections 450.1407 and 450.1525 of the Michigan Business Corporation Act, shall be filed with the records of the Shareholders and Board of Directors of Laserdne Prima, Inc. and shall for all purposes be treated as votes taken at a meeting.


SHAREHOLDERS

Prima Industrie S.p.A.
Sole Shareholder

By: 
Gianfranco Carbonato
CEO

DIRECTORS


Gianfranco Carbonato


Paolo Cigna

PRV1-83304 v1

Convergent Prima, Inc.

**JOINT UNANIMOUS CONSENT IN WRITING
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS**

The undersigned, being the Shareholders and the entire Board of Directors of Convergent Prima, Inc., a Delaware corporation ("Company"), by unanimous consent in writing pursuant to the authority contained in the General Corporation Law of Delaware, without the formality of convening a meeting, hereby severally and collectively consent to the following actions on behalf of the Company:

RESOLVED: That Rockwood W. Bullard III be, and hereby is, removed without cause, from the office of Secretary of the Company, effective immediately.

RESOLVED: That Gary R. Pannone be, and hereby is, elected to the office of Secretary of the Company to fill the vacancy created by the removal of Rockwood W. Bullard III.

RESOLVED: That the Board of Directors declares it advisable that the Company merge with Laserdyne Prima, Inc., a Michigan corporation, under the provisions of Section 252 of the General Corporation Law of the State of Delaware and of Section 450.1705 of the Michigan Business Corporation Act, with the Company to be the surviving corporation.

RESOLVED: That the Plan and Agreement of Merger, a copy of which is attached hereto, providing for the merger of Laserdyne Prima, Inc., a Michigan corporation, into the Company under the provisions of Section 252 of the General Corporation Law of the State of Delaware and of Section 450.1705 of the Michigan Business Corporation Act, and for the change of the Company's name to PRIMA North America, Inc. be and hereby is approved and adopted.

RESOLVED:

That the Company qualify to transact business in the State of Minnesota, and that the President and Secretary of the Company be, and each of them hereby is, acting singly or jointly, authorized and directed to prepare, execute and file any and all instruments and to take any and all action which said President and Secretary shall, by the execution and the taking thereof, determine to be necessary, convenient or desirable to qualify the Company to transact business in the State of Minnesota.

(Remainder of Page Intentionally Left Blank)

FRV1 #05742 v1


This Consent, executed as of the 30th day of December, 2002, pursuant to the provisions of Sections 228 and 141(f) of the General Corporation Law of Delaware, shall be filed with the records of the Shareholders and Board of Directors of Convergent Prima, Inc., and shall for all purposes be treated as votes taken at a meeting.

SHAREHOLDERS:


Prima Industrie S.p.A.


By: 
Gianfranco Carbonato
CEO

Laserdyne Prima, Inc.

By: 
Paola Cigna
President

DIRECTORS


Gianfranco Carbonato


Paolo Cigna


Alberto Delle Piane

PRV1 #95742 v1

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:30 PM 02/15/2003
030029431 - 3370658

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
Convergent Prima, Inc.**

Convergent Prima, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("Corporation"), does hereby certify:

FIRST: That the Board of Directors of the Corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Company:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended by changing the first Article thereof so that, as amended, said Article be and shall read as follows:

Article 1. NAME

The name of the corporation is PRIMA North America, Inc. (the "Corporation").

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders of the Corporation have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by Gary R. Pannone, its Secretary, as of the 8th day of January, 2003.


Gary R. Pannone
Secretary

22V) 000123 01

== TOTAL PAGE. 02 ==

** TOTAL PAGE. 03 **

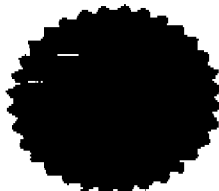
Delaware

PAGE 1

The First State

I, HARRIET SKITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CONVERGENT PRIMA, INC.", CHANGING ITS NAME FROM "CONVERGENT PRIMA, INC." TO "PRIMA NORTH AMERICA, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JANUARY, A.D. 2003, AT 12:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
 Harriet Smith Windsor, Secretary of State

3220638 B100

030029431

AUTHENTICATION: 2205726

DATE: 01-15-03