

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaSalle Bank National Association	FORMERLY LaSalle National Bank	05/03/2005	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The GSI Group Inc.		
Street Address:	1004 East Illinois Street		
City:	Assumption		
State/Country:	ILLINOIS		
Postal Code:	62510		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1076812	HI-CAP	
Registration Number:	2234021	STIR-ATOR	
Registration Number:	1048001	STIRALL UNIDRIV	
CORRESPONDENCE DATA			
Fax Number:	(202)778-5439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-662-5439		
Email:	trademarks@cov.com		
Correspondent Name:	Marie A. Lavalleye		
Address Line 1:	1201 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Cheryl L. Fountain/Trademark Specialist		
Signature:	/cheryllfountain/		

CH \$90.00 1076812

Date:

05/06/2005

Total Attachments: 3

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks is granted and conveyed as of this 3rd day of May, 2005, by LaSalle Bank National Association (formerly, LaSalle National Bank), a national banking association, having an office at 135 S. LaSalle Street, Chicago, IL 60603 ("LaSalle") in favor of The GSI Group Inc. (formerly, Grain Systems, Inc.), a Delaware corporation, having an office at 1004 East Illinois Street, Assumption, IL 62510 ("GSI").

WHEREAS, pursuant to a certain Second Amended and Restated Trademark Security Agreement dated January 2, 2001 ("Security Agreement"), GSI granted LaSalle a security interest in, among other things, certain trademarks, including the trademark registrations and applications listed on the attached Schedule A ("Trademarks") and recorded such security interest with the United States Patent and Trademark Office on June 11, 2001 at Reel 2279, Frame 0096;

WHEREAS, GSI granted LaSalle such security interest to secure its Obligations to LaSalle under a certain Fourth Amended and Restated Loan and Security Agreement dated February 4, 1999, as amended by a First Amendment thereto dated July 6, 1999, as further amended and supplemented ("Loan Agreement");

WHEREAS, GSI has satisfied all of its Obligations to LaSalle under the Loan Agreement and is desirous of recording this instrument to confirm and evidence termination and release of the security interests of LaSalle in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacies of which the parties hereby acknowledge, LaSalle agrees as follows:

1. LaSalle, on behalf of itself, its successors and assigns, and as Agent for the Banks under the Loan Agreement, hereby terminates and releases all security interests in, to and under the Trademarks, including all renewals and extensions thereof, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into or in connection therewith, and damages and payments for past, present or future infringements or dilution thereof, the right to sue for past, present and future infringement or dilution thereof, and all other rights corresponding thereto throughout the world, together with all goodwill of the business associated with and symbolized by the Trademarks and all such rights therein.

2. By this instrument, LaSalle hereby authorizes and requests the appropriate government officials, whose duty it is to record security interests, to record this release and termination of security interest against the Trademarks.

LaSalle National Bank

By: Erica Scully
Name: Erica Scully
Title: Vice President

SCHEDULE A

Mark	Ser. No.	Reg. No.
HI-CAP	73/052,669	1,076,812
STIR-ATOR	75/425,388	2,234,021
STIRALL UNIDRIV	73/036,573	1,048,001