

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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	a 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: 7

Property Type	Number	Word Mark
Registration Number:	1221295	ADJUST-A-BAFFLE
Registration Number:	1954422	CUMBERLAND
Registration Number:	1939175	GSI
Registration Number:	1939356	GSI
Registration Number:	1345631	HOG DINER
Registration Number:	1347244	PIG DINER
Registration Number:	1391379	PIGGY DINER

CORRESPONDENCE DATA

Fax Number: (202)778-5439
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-662-5439
 Email: trademarks@cov.com
 Correspondent Name: Marie A. Lavalleye
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CH \$190.00 1221295

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NAME OF SUBMITTER:

Cheryl L. Fountain/Trademark Specialist

Signature:

/cherylfountain/

Date:

05/06/2005

Total Attachments: 2

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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 Loan and Security Agreement dated November 5, 1997 ("Loan and 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 March 25, 1998 at Reel 1747, Frame 0246;

WHEREAS, GSI granted LaSalle such security interest to secure its Obligations to LaSalle under the Loan and Security Agreement;

WHEREAS, GSI has satisfied all of its Obligations to LaSalle under the Loan and Security 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, 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.
ADJUST-A-BAFFLE	73/353,053	1,221,295
CUMBERLAND	74/570,053	1,954,422
GSI	74/459,748	1,939,175
GSI & Design	74/533,671	1,939,356
HOG DINER & Design	73/489,483	1,345,631
PIG DINER & Design	73/489482	1,347,244
PIGGY DINER & Design	73/558,016	1,391,379