

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LaSalle Bank National Association	FORMERLY LaSalle National Bank	05/03/2005	a national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The GSI Group Inc.		
<b>Street Address:</b>	1004 East Illinois Street		
<b>City:</b>	Assumption		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	62510		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1954422	CUMBERLAND	
Registration Number:	1939356	GSI	
Registration Number:	1939175	GSI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)778-5439		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-662-5439		
<b>Email:</b>	trademarks@cov.com		
<b>Correspondent Name:</b>	Marie A. Lavalleye		
<b>Address Line 1:</b>	1201 Pennsylvania Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>NAME OF SUBMITTER:</b>	Cheryl L. Fountain/Trademark Specialist		
<b>Signature:</b>	/cherylfountain/		

CH \$90.00 1954422

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 Trademark Security Agreement (U.S. Registry) dated April 26, 1995 ("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 May 12, 1995 at Reel 1355, Frame 0611;

WHEREAS, GSI granted LaSalle such security interest to secure its Liabilities to LaSalle under a certain Loan and Security Agreement dated April 26, 1995, as amended and supplemented ("Loan Agreement");

WHEREAS, GSI has satisfied all of its Liabilities 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, 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**

<b>Mark</b>	<b>Ser. No.</b>	<b>Reg. No.</b>
CUMBERLAND	74/570,053	1,954,422
GSI & Design	74/533,671	1,939,356
GSI	74/459,748	1,939,175