

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerber Scientific, Inc.		10/31/2005	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA	
Name:	Citizens Bank of Massachusetts
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Trust Company: MASSACHUSETTS

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1789130	DIMENSION 200
Registration Number:	2094761	EDGE
Serial Number:	78349700	GERBER ELAN
Registration Number:	2671493	GERBER SCIENTIFIC PRODUCTS
Registration Number:	2676880	G GERBER SCIENTIFIC PRODUCTS
Registration Number:	1681599	GRAPHIX ADVANTAGE
Registration Number:	2733953	GSP
Registration Number:	1666485	GSP
Registration Number:	1647928	SIGNMAKER
Serial Number:	78361465	SOLARA
Serial Number:	78630270	ACCUMARK
Serial Number:	78434899	G (STYLIZED COLOR)
Registration Number:	0846229	G
Serial Number:	78434826	G

CH \$715.00 1789130

Serial Number:	78434746	GERBER
Registration Number:	1914595	GERBER EDGE
Registration Number:	0738595	GERBER VARIABLE SCALE
Registration Number:	1423853	GERBERCAL
Registration Number:	1473939	GERBERMOVER
Serial Number:	78409525	P2C
Serial Number:	78584955	VISUAL IMAGERIP
Serial Number:	78487193	XRT
Registration Number:	2712066	CUTWORKS
Registration Number:	1171987	GERBER BRISTLE SQUARE
Registration Number:	2612417	GERBERCUTTER
Registration Number:	0932877	GGT
Registration Number:	1104655	KNIFE INTELLIGENCE
Registration Number:	2712067	SIMULNEST

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1292
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner, Senior Paralegal
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	018414-159680 (1703-379)
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	01/06/2006

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated October 31, 2005, is made by GERBER SCIENTIFIC, INC., a Connecticut corporation ("Gerber") (the "Debtor"), in favor of CITIZENS BANK OF MASSACHUSETTS, as Agent (the "Secured Party").

WHEREAS, the Debtor has entered into a Loan and Security Agreement dated as of October 31, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), with the Secured Party, and the Lenders from time to time parties thereto. Terms defined in the Loan and Security Agreement and not otherwise defined herein are used herein as defined in the Loan and Security Agreement;

WHEREAS, under the terms of the Loan and Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Loan and Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by such Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by supplements to the Loan and Security Agreement and IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time), (the "Trademarks");

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by supplements to the Loan and Security Agreement and IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

GERBER SCIENTIFIC, INC.

By: 

Name: William V. Grick II
Title: Senior Vice President

By: _____

Name:
Title:

Address for Notices:
83 Gerber Road West
South Windsor, CT 06074

SCHEDULE B

Trademarks

TRADEMARK	COUNTRY	Reg. or App.	Date	Classes	
COBURN COMPOSITE MARK (WITHOUT ROCKET)	UNITED STATES	R	5/28/865	11/11/1986	Cl. 7

DIMENSION 200	UNITED STATES	R	1783130	5/24/1993	Cl. 7
EDGE	UNITED STATES	R	2094761	5/9/1997	Cl. 9
GERBER ELAN	UNITED STATES	A	78/349700	1/9/2004	Cl. 9
GERBER SCIENTIFIC PRODUCTS	UNITED STATES	R	2671493	1/7/2003	Cl. 7, 16
GERBER SCIENTIFIC PRODUCTS AND G (STYLIZED) I	UNITED STATES	R	2676840	1/21/2003	Cl. 16
GERBER SCIENTIFIC PRODUCTS AND G (STYLIZED) II	UNITED STATES	R	2665858	12/24/2002	Cl. 7, 16
GRAPHIX ADVANTAGE	UNITED STATES	R	1651599	3/31/2002	Cl. 9
GSP	UNITED STATES	R	2733953	7/8/2003	Cl. 7, 16
GSP (STYLIZED)	UNITED STATES	R	1686486	12/3/2001	Cl. 9, 16
SIGNMAKER	UNITED STATES	R	1647928	6/18/2001	Cl. 9
SOLARA	UNITED STATES	A	78/361486	2/3/2004	Cl. 9

ACCUMARK (SPECIAL FORM)	UNITED STATES	A	78/530270	5/15/2005	Cl. 9
G (STYLIZED COLOR)	UNITED STATES	A	78/434899	6/14/2004	Cl. 7, 9, 16, 37
G (STYLIZED) I	UNITED STATES	R	846229	3/19/1986	Cl. 9
G (STYLIZED) III	UNITED STATES	A	78/434820	6/14/2004	Cl. 7, 9, 16, 37
GERBER	UNITED STATES	A	78/434746	6/14/2004	Cl. 7, 9, 16, 37
GERBER EDGE	UNITED STATES	R	1914595	8/29/1995	Cl. 9
GERBER VARIABLE SCALE	UNITED STATES	R	735685	10/2/2002	Cl. 9
GERBER/CAL (STYLIZED)	UNITED STATES	R	1423853	1/9/1987	Cl. 16
GERBERMOVER (STYLIZED)	UNITED STATES	R	1473935	1/26/1988	Cl. 7
P2C	UNITED STATES	A	78/409526	4/28/2004	Cl. 7

VISUAL IMAGERIP	UNITED STATES	A	78/594955	3/10/2005	Cl. 9
XRT	UNITED STATES	A	78/487193	9/21/2004	Cl. 9
CUTWORKS	UNITED STATES	P	2712068	4/29/2003	Cl. 9
GERBER BRISTLE SQUARE	UNITED STATES	R	1171887	10/6/2001	Cl. 7
GERBERCUTTER	UNITED STATES	R	2612417	8/27/2002	Cl. 7
GGT (STYLIZED) I	UNITED STATES	R	932877	4/25/2002	Cl. 7
KNIFE INTELLIGENCE	UNITED STATES	R	1104655	10/24/1998	Cl. 7
SIMULNEST	UNITED STATES	R	2712067	4/29/2003	Cl. 9