

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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04/15/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HH Technologies, Inc.		04/01/2009	CORPORATION: <i>Alabama</i>
RECEIVING PARTY DATA			
Name:	The GSI Group, LLC		
Street Address:	1004 E. Illinois Street		
City:	Assumption		
State/Country:	ILLINOIS		
Postal Code:	62510		
Entity Type:	LIMITED LIABILITY COMPANY: <i>Delaware</i>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2888347	HH HIRED-HAND	
Registration Number:	2885725	HH HIRED-HAND GREEN	
CORRESPONDENCE DATA			
Fax Number:	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-454-5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	One Mellon Center, 50th Floor		
Address Line 2:	500 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	130866.13		
NAME OF SUBMITTER:	Rebecca M. Bachner, Reg. No. 54,865		
Signature:	/Rebecca M. Bachner/		

OP \$65.00 2888347

TO: PEPPER HAMILTON LLP COMPANY: ONE MELLON CENTER, 50TH FLOOR

Date:

04/15/2009

Total Attachments: 7

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EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated April 1, 2009, is entered into by and among The GSI Group, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee"), and HH Technologies, Inc., a corporation organized under the laws of the State of Alabama ("Assignor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated January 23, 2009 by and among Assignee and Assignor (as amended, the "Purchase Agreement"), the Assignor agreed to sell, convey, assign, transfer and deliver to Assignee the entire right, title and interest in and to all of the Intellectual Property owned by the Assignor and included in the Assets, including the Intellectual Property set forth on Schedule I attached hereto (the "Purchased Intellectual Property");

WHEREAS, Assignor desires to assign and delegate to Assignee all of the Purchased Intellectual Property, and Assignee desires to assume all of the Assignor's obligations relating to the Purchased Intellectual Property and included within the Assumed Liabilities (the "Assumed Intellectual Property Liabilities").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

COPYRIGHTS

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest, in and to the copyrights included in the Purchased Intellectual Property, including but not limited to renewal rights therein, the right to obtain registrations of such copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

TRADEMARKS

2. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest in and to the Trademarks included in the Purchased Intellectual Property, together with the goodwill of the business(es) that is/are symbolized by such trademarks, including but not limited to renewal rights therein, the right to obtain registrations of such trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

PATENTS

3. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest in and to the Patents included in the Purchased Intellectual Property, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and

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recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

TRADE SECRETS

4. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest in and to the trade secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

FURTHER UNDERTAKINGS

5. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Purchased Intellectual Property with, for example, the United States Patent and Trademark Office.

ASSUMPTION OF LIABILITIES

6. Subject to Article VII and Article VIII of the Purchase Agreement, as of 9:00 a.m. (CST) on April 1, 2009 (the "Effective Time"), Assignee hereby agrees to assume all of the duties, rights and obligations of Assignor related to the Assumed Intellectual Property Liabilities and to discharge such duties, rights and obligations from the Effective Time forward.

GENERAL

7. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Purchased Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

8. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Illinois, without regard to principles of conflicts of law.

10. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

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11. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[remainder of this page was intentionally left blank; signature page to follow]

W: PEPPER HAMILTON LLP COMPANY: ONE MELLON CENTER, 50TH FLOOR

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Intellectual Property Assignment to be duly executed on the date first above written.

ASSIGNEE:

ASSIGNOR:

THE GSI GROUP, LLC

HH TECHNOLOGIES, INC.

By: Scott J. Law
Name: Scott J. Law
Title: CEO

By: _____
Name:
Title:

Signature Page to Intellectual Property Assignment

NO: PEPPER HAMILTON LLP COMPANY: ONE MELLON CENTER, 50TH FLOOR

IN WITNESS WHEREOF, each of the Parties have hereunto caused this Intellectual Property Assignment to be duly executed on the date first above written.


ASSIGNEE:

ASSIGNOR:

THE GSI GROUP, LLC

HH TECHNOLOGIES, INC.

By: _____
Name:
Title:

By: 
Name: STUART CLIDER
Title: PRES.

Signature Page to Intellectual Property Assignment

Schedule 1 to Intellectual Property Assignment

Trademarks

Registered Marks:

1.



HIRED-HAND

U.S. Registration No. 2,888,347

2.



U.S. Registration No. 2,885,725

Non-Registered Design Marks:



HIRED-HAND
www.hired-hand.com



HIRED-HAND

OO:PEPPER HAMILTON LLP COMPANY:ONE MELLON CENTER, 50TH FLOOR

Registered Trade Names/Trademarks:

- 1. Curtain Drops: Curt-O-Matic (stylized) U.S. Registration No. 1,133,580
- 2. Curtain Machine: PowerTrak (stylized) U.S. Registration No. 1,954,037

Non-Registered Trade Names/Trademarks:

- 1. Box Heaters: Super Saver, Super Saver XL
- 2. Fiberglass Fans: Funnel-Flow
- 3. Steel Fans: Mega-Flow
- 4. Evaporative Cooling: Mega-Cool
- 5. Brooders: Super-Glow, Bunsen Jet
- 6. Watering: HH2O
- 7. Feeders: NutraPan
- 8. Feed Hopper Switches: Sens-O-Matic, Sens-O-Matic I, Sens-O-Matic II
- 9. Controllers: Evolution, Evolution 3000, Evolution 3001, Evolution 1200, Evolution S³, Farm Hand, Swine Finisher, SC5v2, Four Stage Control, 4-ST, 8-ST, Stage Master, Vent Master, Power Vent, Power Curtain, Heat Zone, Data Shuttle, CCS, Farm Hand Backup, Evolution Backup System, Alert Alarm, Alert Alarm II, Alert Alarm III, Feed Manager, Farm Manager, System 100, System 500, System 1000, System 2000, System 2001.

Patents:

- 1. 5,336,131 Differential Pressure Control Anthony Ellard and Grant Crider
- 2. 5,193,483 Secondary Sensing System Anthony Ellard and Grant Crider

Additionally there are 3 patents applied for:

- 1. Feed level proximity sensor – Brett Crider – U.S. Patent Application No. 11/683110
- 2. Hot Surface Ignition to Spark Ignition conversion – Tony Ellard – U.S. Patent Application No. 11/713567
- 3. NutraPan Feeder – Tony Ellard – U.S. Patent Application No. 29/330513

¹ A non-final refusal of this patent application has been received. Final deadline for responding is May 21, 2009, with extension fees.