

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**04/10/2009
 900131527**

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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: | 1133560 | CURT-O-MATIC |
| Registration Number: | 1954037 | POWERTRAK |

CORRESPONDENCE DATA

Fax Number: (412)281-0717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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: | 130666.13 |
| NAME OF SUBMITTER: | Rebecca M. Bachner, Reg. No. 54,865 |
| Signature: | /Rebecca M. Bachner/ |

OP \$65.00 1133560

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RECEIVED TIME APR. 16. 10:33AM

**TRADEMARK
 REEL: 003984 FRAME: 0816**

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

Date:

04/10/2009

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 1 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.

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

IN WITNESS WHEREOF, each of the Parties have herunto 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 S. Lawson
Name: Scott S. Lawson
Title: CEO

By: _____
Name:
Title:

Signature Page to Intellectual Property Assignment

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

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


ASSIGNEE:

THE GSI GROUP, LLC

ASSIGNOR:

HH TECHNOLOGIES, INC.

By: _____
Name:
Title:

By: 
Name: Shaun OLIVER
Title: PRES.

Signature Page to Intellectual Property Assignment

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

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:



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