

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at r/f 4653/0461		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		05/03/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GSI Group Inc.		
Street Address:	125 Middlesex Turnpike		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1375595	SOFTMARK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	048738-0004		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

CH \$40.00 1375595

Date:

05/03/2013

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** is made as of May 3, 2013 by BANK OF AMERICA, N.A., in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent") in favor of GSI Group Inc., a New Brunswick, Canada corporation (the "Debtor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Debtor executed and delivered to the Administrative Agent that certain Security Agreement, dated as of October 19, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the terms and conditions of (i) the Security Agreement and (ii) that certain Trademark Security Agreement executed by the Debtor in favor of the Administrative Agent dated as of October 19, 2011 (the "Trademark Security Agreement"), the Debtor granted and pledged to Administrative Agent, for the benefit each of the Secured Parties, a continuing security interest (the "Security Interest") in all of the Debtor's right, title and interest in and to (a) the trademark and service mark registrations listed on Schedule A, and all renewals thereof; (b) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; (c) all income, license fees, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (d) the right to sue for past, present and future infringements and dilutions thereof; and (e) all products and proceeds of the foregoing (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on November 2, 2011 at reel/frame number 4653/0461; and

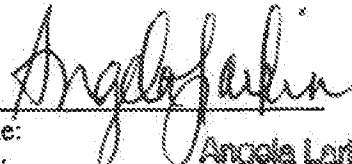
WHEREAS, in connection with the Debtor's sale of certain of its assets, including the Trademark Collateral, to Electro Scientific Industries, Inc., the Administrative Agent desires to terminate the Security Interest in the Trademark Collateral on behalf of itself and the Secured Parties.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent on behalf of itself and as agent to the Secured Parties hereby terminates and releases and relinquishes unto Debtor the Security Interest in the Trademark Collateral and otherwise assigns, grants and conveys to Debtor any and all rights the Administrative Agent or the Secured Parties may have in or to the Trademark Collateral in order to revest in Debtor full and unencumbered title to said Trademark Collateral.

[Signature Page to Follow]

IN WITNESS WHEREOF, Administrative Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized signatory as of the date first above written.

BANK OF AMERICA, N.A.

By: 
Name: Angela Larkin
Title: Assistant Vice President

[Signature Page to Release of Security Interest in Trademarks—GSI Group Corporation]

TRADEMARK
REEL: 005020 FRAME: 0645

Schedule A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Softmark	1,375,595	12/17/1985