

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NDS IMAGING HOLDINGS, LLC		09/03/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	NDS SURGICAL IMAGING LLC		
Street Address:	5750 HELLYER AVENUE		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95138		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77742375	MEDISTREAM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	CAROL.SIMLER@WITHERSWORLDWIDE.COM		
Correspondent Name:	NDS IMAGING HOLDINGS, LLC		
Address Line 1:	125 MIDDLESEX TURNPIKE		
Address Line 2:	MARIBETH CALLANAN		
Address Line 4:	BEDFORD, MASSACHUSETTS 01730		
NAME OF SUBMITTER:		Carol A. Simler	
Signature:		/CAROL SIMLER/	
Date:		11/15/2013	

OP \$40.00 77742375

Total Attachments: 12

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ASSIGNMENT OF ASSETS

THIS ASSIGNMENT OF ASSETS (this "Assignment") is made as of September 3, 2013, by and between NDS IMAGING HOLDINGS, LLC, a Delaware limited liability company ("NDSIH"), and NDS SURGICAL IMAGING, LLC, a Delaware limited liability company ("Surgical Imaging").

WHEREAS, Surgical Imaging is the sole member of NDSIH:

WHEREAS, on or about the date hereof, NDSIH shall file that certain Certificate of Cancellation dated September 3, 2013 with the Delaware Secretary of State upon the dissolution and winding up of NDSIH; and

WHEREAS, NDSIH and Surgical Imaging desire to memorialize the distribution of all of NDSIH's assets to Surgical Imaging in connection therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties hereto acknowledge, the parties hereto hereby agree as follows:

1. Assignment. NDSIH hereby irrevocably conveys, transfers and assigns to Surgical Imaging, and Surgical Imaging hereby accepts and assumes, all of NDSIH's right, title and interest in and to all of the following assets of NDSIH, including without limitation, all intellectual property described in Section 1(a), Section 1(b) and Section 1(c) below, together with all associated goodwill of all such intellectual property (collectively, the "Assigned IP"):

(a) Trademarks.

(i) all trademarks, service marks, design marks, logos or trade names set forth on Exhibit A hereto (the "Marks"), and all trademark registrations, trademark applications or other filings with the United States Patent and Trademark Office or any other agency with which filings relating to the Marks have been made, and all issuances, extensions and renewals relating to the Marks (collectively, the "Trademark Filings");

(ii) all rights of any kind whatsoever of NDSIH accruing under any of the Marks or Trademark Filings under any applicable law, statute, rule, regulation or court order of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments, remuneration or other cash or in kind consideration now or hereafter due or payable with respect to any and all of the Marks;

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default.

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Trademark Claims"); and

(v) any and all rights under any agreement or otherwise for indemnification in relation to any Marks or Trademark Claims, or which hereafter arise by contract or operation of law.

(b) Patents.

(i) the patents and patent applications set forth on Exhibit B attached hereto ("Patents"), and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals of all such Patents ("Patent Filings");

(ii) all rights of any kind whatsoever of NDSIH accruing under any of the Patents or Patent Filings under any applicable law, statute, rule, regulation or court order of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments, remuneration or other cash or in kind consideration now or hereafter due or payable with respect to any and all of the Patents;

(iv) any and all claims and causes of action, with respect to any of the Patents or Patent Filings, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Patent Claims");

(v) any and all rights under any agreement or otherwise for indemnification in relation to any Patents or Patent Claims, or which hereafter arise by contract or operation of law.

(c) Other Intellectual Property Rights

(i) any and all other intellectual property rights, whether registered or unregistered, including without limitation, rights in relation to inventions, copyright and all rights associated with works of authorship or works made for hire and all derivatives thereof, developments, concepts, improvements, designs, patterns, drawings, discoveries, prototypes, techniques, computer programs, systems, methods, devices, software, hardware, firmware, algorithms, formulas, data and databases, computer codes and associated escrow accounts, updates and all related instructions or manuals, Internet domain names, signs, business names, (together with any and all associated goodwill), know-how (including, without limitation, know-how in relation to any Patents or Patent Filings), confidential information and trade secrets, whether or not any of the foregoing are capable of being registered or patented, or have been reduced to writing or practice by NDSIH and whether arising by operation of law, contract, license or otherwise;

(ii) all rights of any kind whatsoever of NDSIH accruing under any of the other Assigned IP set forth in Section 1(c)(i) under any applicable law, statute, rule, regulation or court order of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the other Assigned IP set forth in Section 1(c)(i);

(iv) any and all claims and causes of action, with respect to any of the other Assigned IP set forth in Section 1(c)(i), whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(v) any and all rights under any agreement or otherwise for indemnification in relation to any of the other Assigned IP or which hereafter arise by contract or operation of law.

(d) Other Assets. Any and all other assets of NDSIH, including, without limitation, all obligations, liabilities, rights, benefits and privileges of NDSIH with respect thereto.

2. Further Actions. NDSIH hereby irrevocably appoints Surgical Imaging (and its officers and duly authorized agents) to be NDSIH's agent and attorney-in-fact to act for and on NDSIH's behalf and in its stead to (a) execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any patents, trademark registrations and any other registrations necessary to give effect to the conveyance, transfer and assignment of all rights and assets assigned under this Agreement with the same legal force and effect as if executed by NDSIH and (b) transfer, vest or confirm NDSIH's rights and to execute and file any such applications and to do all other lawful acts as may be required to further the prosecution and issuance of letters patent or copyright or trademark registrations with the same legal force as if done by NDSIH and with respect to such power of appointment. Furthermore, NDSIH authorizes each of the United States Commissioner for Trademarks and the United States Commissioner for Patents, and any other governmental or public official throughout the world, to record and register this Assignment upon request by Surgical Imaging or its duly authorized agents. NDSIH shall duly execute a Power of Attorney in the form appended as Exhibit C to this Agreement.

3. Counterparts. This Assignment may be executed and/or delivered in multiple counterparts, including by facsimile or email (*i.e.*, portable document format) transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law rules and principles thereof.

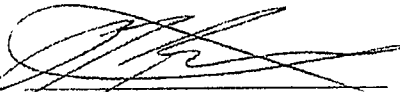
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[remainder of page intentionally left blank; signature page follows]

[signature page to Assignment of Assets between NDS Imaging Holdings, LLC and NDS Surgical Imaging, LLC]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

NDS IMAGING HOLDINGS, LLC

By: 
Name: Robert Buckley
Title: Authorized Signatory

NDS SURGICAL IMAGING, LLC

By: GSI Group, Inc., its Managing Member

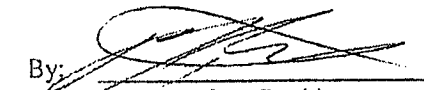
By: 
Name: Robert Buckley
Title: CFO

EXHIBIT A

Trademarks

[see attached]

NDS Imaging Holdings LLC-TRADEMARKS

Grantor	Mark (and additional countries mark has been registered)	Registration No. ("R") /Serial No. ("S")	Filing/Reg. Date
United States	MediStream	No R 77742375	Not Applicable/suspended

EXHIBIT B

Patents

[see attached]

PATENTS

NDS IMAGING HOLDINGS, LLC TO NDS SURGICAL HOLDINGS, LLC

<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS	10063378 20050086362 7,529,247	9/17/2003	5/5/2009
United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS USING A PLURALITY OF TEST PACKETS	12336743 20090141626 7,876,692	12/17/2008	1/25/2011
United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS	12431929 20090207732 7,911,963	4/29/2009	3/22/2011
United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS USING COARSE AND FINE TESTING PERIODS	10975019 20050058083 7,468,948	10/28/2004	12/23/2008
United States	ENDPOINT PACKET SCHEDULING SYSTEM	10697103 20050094642 7,339,923	10/31/2003	3/4/2008
United States	LOCAL AREA NETWORK CONTENTION AVOIDANCE	10722676 20050111357 7,508,813	11/25/2003	3/24/2009
United States	NETWORK CONNECTION DEVICE	10962521 20060077981 7,453,885	10/13/2004	11/18/2008
United States	NETWORK CONNECTION DEVICE	12272022	11/17/08	Abandoned

United States	METHOD AND SYSTEM FOR CORRECTION, MEASUREMENT AND DISPLAY OF IMAGES	12883004	9/15/10	Rejected (final)
United States	BIT CONFIDENCE WEIGHTING BASED ON LEVELS OF INTERFERENCE	11982965	11/6/07	Abandoned
United States	MAINTAINING SECURE COMMUNICATION OF A NETWORK DEVICE	12077673	3/20/08	Abandoned
United States	MAINTAINING WIRELESS COMMUNICATION BETWEEN CONSUMER ELECTRONIC CONTROL DEVICES	12152169	5/13/08	Abandoned
United States	SETTING A DATA RATE OF ENCODED DATA OF A TRANSMITTER	12288504	10/21/08	Abandoned
United States	SYSTEM AND METHOD OF TESTING A RESISTIVE TOUCHSCREEN SENSOR TO DETERMINE PROPER COVER LAYER CONSTRUCTION	12009006		

EXHIBIT C

(to Assignment of Assets dated _____, 2013)

POWER OF ATTORNEY

Know all men by these presents, and I, [name of employee], as the duly authorized representative of NDS IMAGING HOLDINGS, LLC, a Delaware limited liability company ("NDSIH"), do hereby make, constitute, and appoint, the [title] of NDS SURGICAL IMAGING, LLC, a Delaware limited liability company ("Surgical Imaging"), or his/her duly appointed successor (the "Attorney in Fact"), the true and lawful agent and attorney in fact for NDSIH and in its name, place, and stead, and on its behalf to:

1. Take any and all actions necessary or appropriate to carry out and effectuate the intent of that certain Assignment of Assets made as of _____, 2013, by and between NDSIH and Surgical Imaging (the "Assignment"), including without limitation to promptly execute and deliver to Surgical Imaging any written instruments, and perform any other acts which Surgical Imaging in good faith, in the exercise of its judgment, deems reasonably necessary or appropriate to evidence the assignment of the Assigned IP to Surgical Imaging, and/or to preserve all the property rights of Surgical Imaging in any Assigned IP against forfeiture, abandonment, or loss and to obtain and maintain copyrights in the Assigned IP and to vest the entire right and title in and to all Assigned IP in Surgical Imaging.
2. Transfer to Surgical Imaging, or vest or confirm all rights of Surgical Imaging, to all Assigned IP.
3. I acknowledge and agree on behalf of NDSIH that this Power of Attorney is issued pursuant to Section 2 of the Assignment, the terms and conditions of which are incorporated herein by reference, including all capitalized terms which shall have the same meaning ascribed to them in the Assignment, except as otherwise provided herein. The rights, powers and authority of the Attorney in Fact, as herein granted, shall commence and be in full force and effect as of the effective date of the Assignment, and such rights, powers and authority shall remain in full force and effect, and this Power of Attorney shall not be rescinded, revoked, terminated, amended or otherwise changed without the prior written consent of the [title] of Surgical Imaging, as the Attorney in Fact, and Surgical Imaging.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has set his/her hand as of the ___ day of _____, 2013.

NAME OF REPRESENTATIVE

STATE OF _____)

) SS.

COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that [name of representative] personally known to me to be the same person whose name is sub-scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 201__.

Notary Public

My Commission Expires: _____