

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NDSSI IP HOLDINGS LLC		09/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NDS SURGICAL IMAGING LLC		
<b>Street Address:</b>	5750 HELLYER AVENUE		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95138		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77237863	ZEROWIRE	
<b>Serial Number:</b>	85971457	GENERAL SCANNING PRINTER TECHNOLOGIES BY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	CAROL.SIMLER@WITHERSWORLDWIDE.COM		
<b>Correspondent Name:</b>	NDSSI IP HOLDINGS LLC		
<b>Address Line 1:</b>	125 MIDDLESEX TURNPIKE		
<b>Address Line 2:</b>	MARIBETH CALLANAN		
<b>Address Line 4:</b>	BEDFORD, MASSACHUSETTS 01730		
<b>NAME OF SUBMITTER:</b>	CAROL A. SIMLER		
<b>Signature:</b>	/CAROL SIMLER/		
<b>Date:</b>	11/15/2013		

OP \$65.00 77237863

**Total Attachments: 13**

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## ASSIGNMENT OF ASSETS

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

WHEREAS, Surgical Imaging is the sole member of NDSSI;

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

WHEREAS, NDSSI and Surgical Imaging desire to memorialize the distribution of all of NDSSI'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. NDSSI hereby irrevocably conveys, transfers and assigns to Surgical Imaging, and Surgical Imaging hereby accepts and assumes, all of NDSSI's right, title and interest in and to all of the following assets of NDSSI, 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 NDSSI 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 NDSSI 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 NDSSI and whether arising by operation of law, contract, license or otherwise;

(ii) all rights of any kind whatsoever of NDSSI 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 NDSSI, including, without limitation, all obligations, liabilities, rights, benefits and privileges of NDSSI with respect thereto.

2. Further Actions. NDSSI hereby irrevocably appoints Surgical Imaging (and its officers and duly authorized agents) to be NDSSI's agent and attorney-in-fact to act for and on NDSSI'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 NDSSI and (b) transfer, vest or confirm NDSSI'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 NDSSI and with respect to such power of appointment. Furthermore, NDSSI 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. NDSSI 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 NDSSI IP Holdings, LLC and NDS Surgical Imaging, LLC]

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

NDSSI IP 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]

208881.7



**NDSSI IP HOLDINGS LLC-TRADEMARKS**

<b>Country</b>	<b>Mark (and additional countries mark has been registered)</b>	<b>Registration No. ("R")/Serial No. ("S")</b>	<b>Filing/Reg. Date</b>
United States	ZEROWIRE	3533098 (R) 77237863 (S)	7/25/2007 11/18/2008
	General Scanning Printer Technologies by NDSSI	No R 85971457 (S)	6/27/2013
European Community	ZEROWIRE	008697931	11/19/2009 5/24/2010
Japan	ZEROWIRE	5432024	11/19/2009 8/12/2011

EXHIBIT B

Patents

[see attached]

PATENTS

NDSSI IP 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	DATA STREAM TRANSMISSION PREPROCESSING	10893810 20060013259 7,430,163	7/19/2004	9/30/2008
United States	AVERAGE EIRP CONTROL OF MULTIPLE ANTENNA TRANSMISSION SIGNALS	11216497 20070046539 7,248,217	8/31/2005	7/24/2007
United States	SYNCHRONIZATION OF MEDIA ACCESS CONTROL (MAC) SUPERFRAMES	11239584 20070072636 7,480,515	9/29/2005	1/20/09
United States	SYNCHRONIZATION OF MEDIA ACCESS CONTROL (MAC) SUPERFRAMES	11231563 20090010245 7,826,860	9/4/2008	11/2/2010
United States	METHOD AND APPARATUS FOR CALIBRATING FILTERING OF A TRANSCIEIVER	11258701 20070093224 7,437,139	10/26/2005	10/14/2008
United States	METHOD AND APPARATUS FOR TRANSMITTER CALIBRATION	11300089 20070135058 7,623,886	12/14/2005	11/24/2009
United States	LINK QUALITY PREDICTION	11374550 20070211641 7,440,412	3/13/2006	10/21/2008
United States	PREDICTING LINK QUALITY OF A LINK	12231564 20090003234 7,719,999	9/4/2008	5/18/2010
United States	REDUCING IMAGE SPECTRAL LEAKAGE DUE TO I-Q IMBALANCE	11472973 20070297532 7,672,396	6/22/2006	3/2/2010

PATENTS

NDSSI IP 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	CONTROL OF AN ADJUSTABLE GAIN AMPLIFIER	11455622 20070290746 7,417,500	6/19/2006	8/26/2008
United States	PHASE COMBINING DIVERSITY	1095260 20060073802 7,324,794	9/29/2004	1/29/2008
United States	AVERAGE POWER CONTROL OF WIRELESS TRANSMISSION HAVING A VARIABLE DUTY CYCLE	11726288 20080232436 7,733,979	3/21/2007	6/8/2010
United States	ADJUSTING A TRANSMIT TIME OF A WIRELESS DEVICE	12009712 20090185599 8,000,376	1/22/2008	8/16/2011
United States	SYNCHRONIZATION BAND SELECTION OF A FREQUENTLY HOPPING WIRELESS RECEIVEER	12001339 20090147830 7,978,748	12/11/2007	7/12/2011
United States	GENERATING A FREQUENCY SWITCHING LOCAL OSCILLATOR SIGNAL	12079471 20090245447 8,014,486	3/27/2008	9/6/2011
United States	RECEIVING WIRELESS SIGNALS WITH MULTIPLE DIVERSITY SETTINGS	12217974 20100008400 7,965,787	7/10/2008	6/21/2011
European Community	AVERAGE EIRP CONTROL OF MULTIPLE ANTENNA TRANSMISSION SIGNALS	06802852.1 WO200028077 EP1932254	8/30/2006	pending
Korea	DATA STREAM TRANSMISSION PROCESSING	1020077003548 1020070043842 No Patent # listed	2/14/2007	2/29/2012
United States	SEMICONDUCTOR INTEGRATED CIRCUIT AND TEST SYSTEM FOR TESTING THE SAME	11785624	4/19/07	Abandoned

PATENTS

NDSSI IP 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	TRANSMISSION SCHEDULING CONTROL OF AVERAGE TRANSMIT SIGNAL POWER	11818361	6/14/07	Abandoned

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 NDSSI IP HOLDINGS, LLC, a Delaware limited liability company ("NDSSI"), 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 NDSSI 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 NDSSI 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 NDSSI 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: \_\_\_\_\_