

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 SURGICAL IMAGING LLC		09/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	GSI GROUP INC.
Street Address:	125 MIDDLESEX TURNPIKE
Internal Address:	MARIBETH CALLANAN
City:	BEDFORD
State/Country:	MASSACHUSETTS
Postal Code:	01730
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Serial Number:	74217388	DOME
Serial Number:	75247455	DOME
Serial Number:	76115649	VITALSCREEN
Serial Number:	76329082	INVITUM
Serial Number:	77080387	NDS SURGICAL IMAGING
Serial Number:	77237863	ZEROWIRE
Serial Number:	77742375	MEDISTREAM
Serial Number:	77765516	ENDOVUE
Serial Number:	77873926	ZEROWIRE
Serial Number:	78519671	RADIANCE
Serial Number:	85264974	
Serial Number:	85971457	GENERAL SCANNING PRINTER TECHNOLOGIES BY

OP \$315.00 74217388

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 203-974-0321

Email: CAROL.SIMLER@WITHERSWORLDWIDE.COM

Correspondent Name: GSI GROUP, INC.

Address Line 1: 125 MIDDLESEX TURNPIKE

Address Line 2: MARIBETH CALLANAN

Address Line 4: BEDFORD, MASSACHUSETTS 01730

NAME OF SUBMITTER:	Carol Simler
Signature:	/carol simler/
Date:	12/03/2013

Total Attachments: 19

- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page1.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of September 27, 2013, by and between NDS SURGICAL IMAGING, LLC, a Delaware limited liability company ("Surgical Imaging"), and GSI GROUP INC., a New Brunswick corporation ("GSI Canada").

WHEREAS, GSI Canada is the sole member of Surgical Imaging; and

WHEREAS, Surgical Imaging desires to distribute, convey, transfer and assign the Assigned IP (as defined below) to GSI Canada, and GSI Canada desires to accept such Assigned IP, in each case subject to and in accordance with the terms and conditions of this Assignment.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Surgical Imaging hereby irrevocably distributes, conveys, transfers and assigns to GSI Canada, and GSI Canada hereby accepts and assumes, all of Surgical Imaging's right, title and interest in and to all of the following assets of Surgical Imaging, including, without limitation, all intellectual property described in Sections 1(a), (b) and (c) below, together with all associated goodwill of all such intellectual property (collectively, the "Assigned IP"); provided, however, that no Excluded IP (as defined below) shall be distributed, conveyed, transferred or assigned to GSI Canada hereunder:

(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 Surgical Imaging 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 Surgical Imaging 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) except for the Excluded IP (as defined below), 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, including, but not limited to, (i) customer-related intellectual property rights relating to existing customer relationships with customers in Asia, Europe, the Middle East and/or Africa, (ii) technology-based intellectual property rights relating to developed technology for Surgical Imaging's radiology division and (iii) any and all goodwill then existing at the time GSI Canada acquired its membership interest in Surgical Imaging and

that may be allocated to the Assigned IP, whether or not any of the foregoing are capable of being registered or patented, or have been reduced to writing or practice by Surgical Imaging and whether arising by operation of law, contract, license or otherwise;

(ii) all rights of any kind whatsoever of Surgical Imaging 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.

For purposes of this Assignment, "Excluded IP" means, collectively, any and all (i) customer-related intellectual property rights relating to existing customer relationships other than as described above in **Section 1(c)(i)**, (ii) technology-based intellectual property rights relating to developed technology for Surgical Imaging's surgical division and (iii) any and all remainder goodwill that is not otherwise expressly distributed, conveyed, transferred and assigned pursuant to the terms of this Assignment.

2. Further Actions. Surgical Imaging hereby irrevocably appoints GSI Canada (and its officers and duly authorized agents) to be Surgical Imaging's agent and attorney-in-fact to act for and on Surgical Imaging'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 Assignment with the same legal force and effect as if executed by Surgical Imaging and (b) transfer, vest or confirm Surgical Imaging'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 Surgical Imaging and with respect to such power of appointment. Furthermore, Surgical Imaging 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 GSI Canada or its duly authorized agents. Surgical Imaging shall duly execute a Power of Attorney in the form appended as **Exhibit C** to this Assignment.

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.

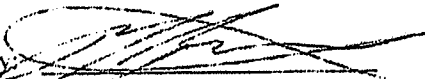
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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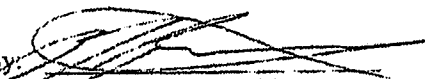
[signature page to Assignment of Intellectual Property
between NDS Surgical Imaging, LLC and GSI Group Inc.]

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

NDS SURGICAL IMAGING, LLC

By: 
Name: Robert Buckley
Title: Authorized Signatory

GSI GROUP INC.

By: 
Name: Robert Buckley
Title: CFO

NDS SURGICAL IMAGING LLC-TRADEMARKS

COUNTRY	Mark (and additional countries mark has been registered)	Registration No. ("R")/Serial No. ("S")	Filing/Reg. Date
United States	ZEROWIRE	3533098 (R) 77237863 (S)	11/18/2008
United States	General Scanning Printer Technologies by NDSSI	No Registration # 85971457 (S)	6/27/2013
United States	Design (DOME)	4143992 (R) 85264974 (S)	3/11/2011
United States	DOME	1746867 (R) 74217388 (S)	10/31/1991
United States	DOME	2142543 (R) 75247455 (S)	2/25/1997
United States	DOME IMAGING SYSTEMS (not found)		
United States	ENDOVUE	3742246 (R) 77765516 (S)	6/22/2009
United States	INVITUM	2767682 (R) 76329082 (S)	10/22/2001
United States	MEDISTREAM (suspended)	No R # 77742375 (S)	05/21/2009
United States	ND-CAM (Proposed)		

document number: NY25563/0001-US-2205841/1

NDS SURGICAL IMAGING LLC-TRADEMARKS

COUNTRY	Mark (and additional countries mark has been registered)	Registration No. ("R")/Serial No. ("S")	Filing/Reg. Date
United States	NDS SURGICAL IMAGING	3648029 (R) 77080387 (S)	1/10/2007
United States	RADIANCE	3134178 (R) 78519671 (S)	11/18/2004
United States	RIVULET (canceled)		
United States	SURGICAL IMAGING SYSTEMS (not found)		
United States	VITALSCREEN	2637623 (R) 76115649 (S)	8/23/2000
United States	ZEROWIRE	3986502 (R) -77873926 (S)	11/16/2009
United States	ZEROWIRE		
Brazil	ENDOVUE		11/23/2009
Brazil	RADIANCE		11/23/2009
Canada	DOME	TMA510854 (R)	8/25/1997
Canada	RADIANCE	TMA756149 (R)	6/17/2008

document number: NY25563/0001-US-2205841/1

NDS SURGICAL IMAGING LLC-TRADEMARKS

COUNTRY	Mark (and additional countries mark has been registered)	Registration No. ("R")/Serial No. ("S")	Filing/Reg. Date
Switzerland	RADIANCE		6/17/2008
China	CONNECTOR	7859512	11/25/2009
China	DOME	9917547	9/1/2011
China	DOME	9917549	9/1/2011
China	DOME (not finding a third)		
China	ENDOVIEW	7859518	11/25/2009
China	NDS SURGICAL IMAGING	9126920	2/17/2011
China	NDS SURGICAL IMAGING	9126921	2/17/2011
China	NDS SURGICAL IMAGING	9126919	2/17/2011
China	RADIANCE	7859517	11/25/2009
China	ZEROWIRE	7859515	11/25/2009

document number: NY25563/0001-US-2205841/1

NDS SURGICAL IMAGING LLC-TRADEMARKS

COUNTRY	Mark (and additional countries mark has been registered)	Registration No. ("R")/Serial No. ("S")	Filing/Reg. Date
European Community	ZEROWIRE	EU008697931	11/19/2009 5/24/2010
European Community	CONNECTOR	EU008778458	12/22/2009 6/16/2010
European Community	CONNECTOR AND DESIGN	Not Found	
European Community	DOME	EU000438606	12/5/1996 12/9/1996
European Community	ENDOVUE	EU008697501	11/19/2009 5/24/2010
European Community	NDS SURGICAL IMAGING	EU005765821	3/16/2007 2/5/2008
Hong Kong	RADIANCE – Not found		
Japan	ZEROWIRE	5432024	11/19/2009 8/12/2011

document number: NY25563/0001-US-2205841/1

NDS SURGICAL IMAGING LLC-TRADEMARKS

COUNTRY	Mark (and additional countries mark has been registered)	Registration No. ("R")/Serial No. ("S")	Filing/Reg. Date
Japan	CONNECTOR -Not found		
Japan	DOME	5302492	4/17/2009 2/19/2010
Japan	DOME IMAGING SYSTEMS & DESIGN- Abandoned?		
Japan	ENDOVUE	5332996	11/18/2009 6/25/2010
Japan	NDS SURGICAL IMAGING - Not found		
Japan	RADIANCE	5335144	11/19/2009 07/02/2010
Korea	DOME	4004351900000 4019970040225	08/25/1997 12/24/1998
Norway	RADIANCE - abandoned		

document number: NY25563/0001-US-2205841/1

NDS SURGICAL IMAGING LLC-TRADEMARKS

COUNTRY	Mark (and additional countries mark has been registered)	Registration No. ("R")/Serial No. ("S")	Filing/Reg. Date
Taiwan	DOME	00845557 086043876	8/23/1997 5/1/1999

document number: NY25563/0001-US-2205841/1

PATENTS

NDS SURGICAL IMAGING, LLC TO GSI GROUP, INC.

<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	12231563 20090010245 7,826,860	9/4/2008	11/2/2010
United States	METHOD AND APPARATUS FOR CALIBRATING FILTERING OF A TRANSCIEVER	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

document number: NY25563/0001-US-2208145/2

PATENTS

NDS SURGICAL IMAGING, LLC TO GSI GROUP, INC.

<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
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 IMABALANCE	11472973 20070297532 7,672,396	6/22/2006	3/2/2010
United States	CONTROL OF AN ADJUSTABLE GAIN AMPLIFIER	11455622 20070290746 7,417,500	6/19/2006	8/26/2008
United States	PHASE COMBINING DIVERSITY	10952620 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 FRQUENTY HOPPING WIRELESS RECEIVER	12001339 20090147830 7,978,748	12/11/2007	7/12/2011

document number: NY25563/0001-US-2208145/2

PATENTS

NDS SURGICAL IMAGING, LLC TO GSI GROUP, INC.

<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
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
Korea	DATA STREAM TRANSMISSION PROCESSING	1020077003548 1020070043842 No Patent # listed	2/14/2007	2/29/2012
European Community	AVERAGE EIRP CONTROL OF MULTIPLE ANTENNA TRANSMISSION SIGNALS	06802852.1 WO200028077 EP1932254	8/30/2006	pending
United States	EMPIRICAL SCHEDULING OF NETWORK PACKETS	10663378 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

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PATENTS

NDS SURGICAL IMAGING, LLC TO GSI GROUP, INC.

<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 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	MONOCULAR STEREOSCOPIC ENDOSCOPE	11644,033 Non-publication request	12/22/2006	Pending
United States	NETWORK CONNECTION DEVICE	12272022 US 2009-0073985 A1	11/17/2008	
United States	METHOD AND SYSTEM FOR CORRECTION, MEASUREMENT AND DISPLAY OF IMAGES	12883004 2011-0063341 A1	9/15/2010	
United States	BIT CONFIDENCE WEIGHTING BASED ON LEVELS OF INTERFERENCE	11982965 US 2009-0103591 A1	11/6/2007	
United States	MAINTAINING SECURE COMMUNICATION OF A	12077673 US 2009-0239500 A1	3/20/2008	

document number: NY25563/0001-US-2208145/2

PATENTS

NDS SURGICAL IMAGING, LLC TO GSI GROUP, INC.

<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
	NETWORK DEVICE			
United States	MAINTAINING WIRELESS COMMUNICATION BETWEEN CONSUMER ELECTRONIC CONTROL DEVICES	12152169 US 2009-0285138 A1	5/13/2008	
United States	SETTING A DATA RATE OF ENCODED DATA OF A TRANSMITTER	12288504 US 2010-0098047 A1	10/21/2008	
United States	SEMICONDUCTOR INTEGRATED CIRCUIT AND TEST SYSTEM FOR TESTING THE SAME	11785624 US 2007-019885 A1	4/19/2007	
United States	TRANSMISSION SCHEDULING CONTROL OF AVERAGE TRANSMIT SIGNAL POWER	11818361 US 2008-0311865 A1	6/14/2007	
United States	ELECTRONIC COLOR AND LUMINANCE MODIFICATION	20120032971	3/18/2011	
United States	WIDE-VIEW DISPLAY SYSTEM FOR MEDICAL SURGICAL APPLICATIONS	11/715/711 Non-publication request	3/7/2007	
United States	SYSTEM AND METHOD FOR ENHANCING LUMINANCE UNIFORMITY IN A LIQUID CRYSTAL DISPLAY DEVICE	11,809,033 Non-publication request	5/30/2007	
United States	SYSTEM AND METHOD OF DOUBLING THE DRIVING FREQUENCY TO AN LCD PANEL WITH A LIVE VIDEO SOURCE	12/006,324 Non-publication request	12/31/2007	
United States	SYSTEM AND METHOD OF TESTING A RESISTIVE TOUCHSCREEN SENSOR TO DETERMINE PROPER COVER LAYER CONSTRUCTION	12009006 Non-publication request	1/15/2008	

document number: NY25563/0001-US-2208145/2

PATENTS

NDS SURGICAL IMAGING, LLC TO GSI GROUP, INC.

<u>Country</u>	<u>Title</u>	<u>Application/ Publication, Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
European Community	MULTI-SOURCE MEDICAL IMAGING SYSTEM	10778527.1 WO201035741 EP2432370	5/24/2010	12/22/2011
European Community	ELECTRONIC COLOR AND LUMINANCE MODIFICATION	11816892.1 WO2012021470 EP2605039	8/9/2011	Pending
European Community	METHOD AND SYSTEM FOR CORRECTION, MEASUREMENT AND DISPLAY OF IMAGES	10817776.7 WO2011034943 EP2478410	9/15/2010	7/25/2012
China	METHOD AND SYSTEM FOR CORRECTION, MEASUREMENT AND DISPLAY OF IMAGES	201080041931 102667579A	9/15/2010	Pending
- China	MULTI-SOURCE MEDICAL IMAGING SYSTEM	201080028773 10460562A	5/24/2010	Pending
China	ELECTRONIC COLOR AND LUMINANCE MODIFICATION	201180036300 103026712A	4/3/2013	Pending

document number: NY25563/0001-US-2208145/2

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 SURGICAL IMAGING, LLC, a Delaware limited liability company ("Surgical Imaging"), do hereby make, constitute, and appoint, the [title] of GSI GROUP INC., a New Brunswick corporation ("GSI Canada"), or his/her duly appointed successor (the "Attorney in Fact"), the true and lawful agent and attorney in fact for Surgical Imaging 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 Surgical Imaging and GSI Canada (the "Assignment"), including without limitation to promptly execute and deliver to GSI Canada any written instruments, and perform any other acts which GSI Canada in good faith, in the exercise of its judgment, deems reasonably necessary or appropriate to evidence the assignment of the Assigned IP to GSI Canada, and/or to preserve all the property rights of GSI Canada 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 GSI Canada.
2. Transfer to GSI Canada, or vest or confirm all rights of GSI Canada, to all Assigned IP.
3. I acknowledge and agree on behalf of Surgical Imaging 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 GSI Canada, as the Attorney in Fact, and GSI Canada.

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: _____