

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| 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
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page2.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page3.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page4.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page5.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page6.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page7.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page8.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page9.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page10.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page11.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page12.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page13.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page14.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page15.tif
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- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page17.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page18.tif
- source=September 27 Assignment of IP NDS Surgical Imaging LLC to GSI Group Inc#page19.tif

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.

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

[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 |

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 | 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: _____