

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lincoln Laser Company		11/09/2015	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	GSI Group Corporation		
Street Address:	125 Middlesex Turnpike		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2349659	LINCOLN LASER	
CORRESPONDENCE DATA			
Fax Number:	2129090813		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-891-1618		
Email:	chgoip@jenner.com		
Correspondent Name:	Carole A. Duran		
Address Line 1:	353 N. Clark Street		
Address Line 2:	c/o Jenner & Block LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	53178-10051		
NAME OF SUBMITTER:	Carole A. Duran		
SIGNATURE:	/carole a. duran/		
DATE SIGNED:	11/11/2015		
Total Attachments: 7			
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IP ASSIGNMENT

THIS IP ASSIGNMENT (this "Agreement") is made as of November 9, 2015, by and between Lincoln Laser Company, an Arizona corporation ("Assignor"), and GSI Group Corporation, a Michigan corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, all of the shareholders of Assignor, and Robert S. Nehrbas, Jr., in his capacity as Seller Representative, are parties to that certain Asset Purchase Agreement dated as of November 3, 2015, (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Agreement is required under the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Owned Intellectual Property, including, without limitation, the patents and patent applications set forth on Schedule A, the trademarks and trademark applications and registrations set forth on Schedule B (including, without limitation, the goodwill associated therewith and all common law rights associated therewith) and the domain names and domain name registrations set forth on Schedule C, together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Liens. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Owned Intellectual Property.

2. Conflict with the Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

3. Enforceability. If any term or other provision of this Agreement is invalid, illegal or unenforceable under Applicable Law, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the

parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

4. Amendments. This Agreement may not be amended, restated, supplemented or otherwise modified, except by an instrument in writing signed by each party sought to be bound.

5. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or electronic transmission.

6. Governing Law. This Agreement and all disputes arising out of or relating hereto shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed entirely with the State of Delaware, without giving effect to any principles of conflicts of laws thereof or of any other jurisdiction. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the sole jurisdiction of, the United States District Court for Delaware, and should such court refuse to hear the matter, any other court located in the State of Delaware. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

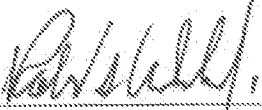
7. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, whether express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

* * * * *

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNOR:

LINCOLN LASER COMPANY

By: 
Name: Robert S. Nehrbas, Jr.
Title: President and Chief Executive Officer

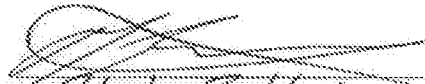
SIGNATURE PAGE TO IP ASSIGNMENT

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REEL: 005666 FRAME: 0741

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNEE:

GSI GROUP CORPORATION

By: 
Name: Robert Buckley
Title: CEO

SCHEDULE A

PATENTS

1. The following United States patents:

Patent No.	Issue Date	Title	Status
4,388,651	6/14/83	Method and apparatus for Generating a Scanned Optical Output Signal	Expired
4,433,894	2/28/84	Method and Apparatus for Generating Optical Scans	Expired
4,509,819	4/9/85	Optical Beam Pulse Generator	Expired
4,537,465	8/27/85	Apparatus with Two Input Beams for Generating Optical Scans	Expired
4,643,569	2/17/87	Dual beam laser inspection apparatus	Expired
5,019,738	5/28/91	Self-Pressurizing Gas Supported Surface-Roughness Bearing	Expired
5,181,783	1/26/93	Apparatus for Eliminating Whirl Instability in a Gas Supported Bearing	Expired
5,271,677	12/21/93	Method for Eliminating Whirl Instability in a Gas Supported bearing	Expired
8,809,763	8/19/14	Optical Position Sensor for Determining the Angular Position of a Rotating Device	Active

2. The Seller's rights in the following provisional patent applications filed with Applied Materials, Inc. on the dates indicated:

- (a) US 61/978,099, filed April 10, 2014
- (b) US 61/942,606, filed February 20, 2014

SCHEDULE B
TRADEMARKS

Serial Number	Reg. Number	Word Mark	Filing Date	Status
75590277	2349659	LINCOLN LASER	January 20, 2011	Live

SCHEDULE C
DOMAIN NAMES

1. LincolnLaser.com
2. LincolnLaser.com (Private)
3. LincolnLaser.net