

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tecomet Inc.		12/19/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Solar Capital Ltd.
Street Address:	500 Park Avenue, 3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4124618	BEERE MEDICAL
Registration Number:	3589890	TECOMET
Registration Number:	3807486	CENTAUR
Registration Number:	2947542	TRU-CONTROL
Registration Number:	1989166	ORTHO GRIP
Registration Number:	2637275	CONTOUR ORTHO-GRIP
Registration Number:	2601904	QUICKLOCK
Registration Number:	4259916	SMD
Registration Number:	3925876	SMD
Registration Number:	3951161	SMD SPECIALIZED MEDICAL DEVICES
Serial Number:	85973372	TECOTEX

CORRESPONDENCE DATA

Fax Number:

**900275349**

**TRADEMARK**  
**REEL: 005179 FRAME: 0438**

CH \$290.00 4124618

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

Email: dcassinelli@proskauer.com  
Correspondent Name: Diane Cassinelli  
Address Line 1: c/o Proskauer Rose LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	67662/066
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	12/20/2013

**Total Attachments: 6**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 19, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), BETWEEN GENERAL ELECTRIC CAPITAL CORPORATION, AS THE FIRST LIEN AGENT AND ADMINISTRATIVE AGENT, AS THE SECOND LIEN AGENT (AS DEFINED THEREIN). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of December 19, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Solar Capital Ltd. (“Solar Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Solar Capital, as Administrative Agent for the Lenders (as defined in the Credit Agreement referred to below), the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 19, 2013 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to

induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its United States Trademarks (other than Trademarks that are Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts,

each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**TECOMET INC.,**  
a Massachusetts corporation,  
as Grantor

By:   
Name: William Dow  
Title: Chief Executive Officer

(Second Lien Signature Page to Trademark Security Agreement)

**TRADEMARK**  
**REEL: 005179 FRAME: 0443**

ACCEPTED AND AGREED  
as of the date first above written:

SOLAR CAPITAL Ltd.,  
as Administrative Agent

By: 

Name: Bill Eckmann


Title: Authorized Signatory

(Second Lien Signature Page to Trademark Security Agreement)

**TRADEMARK**  
**REEL: 005179 FRAME: 0444**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

REGISTERED UNITED STATES TRADEMARKS

Trademark	Record Owner	Application Number and Date	Registration Number and Date	Jurisdiction	Status
BEERE MEDICAL	Teleflex with assignment to TECOMET, INC.	85/331115 May 26, 2011	4124618 April 10, 2012	United States	Registered
TECOMET	TECOMET, INC.	77/362517 January 2, 2008	3589890 March 17, 2009	United States	Registered
CENTAUR	Teleflex with assignment to TECOMET, INC.	77/255983 August 15, 2007	3807486 June 22, 2010	United States	Registered
TRU-CONTROL	Teleflex with assignment to TECOMET, INC.	76/589319 April 29, 2004	2947542 May 10, 2005	United States	Registered
Orthogrip	Teleflex with assignment to Tecomet Inc.	74/573928 September 15, 1994	1989166 July 23, 1996	United States	Registered
Contour Orthogrip	Teleflex with assignment to Tecomet Inc.	78/001995 March 31, 2000	2637275 October 15, 2002	United States	Registered
Quicklock	Teleflex with assignment to Tecomet	75/885894 January 3, 2000	2601904 July 30, 2002	United States	Registered
SMD	Tecomet Inc.	85/131836 September 17, 2010	4259916 December 18, 2012	United States	Registered
SMD	Tecomet Inc.	77/356933 December 20, 2007	3925876 March 1, 2011	United States	Registered
	Tecomet Inc.	77/355526 December 19, 2007	3951161 April 26, 2011	United States	Registered

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Record Owner	Application Number and Date	Registration Number and Date	Jurisdiction	Status
TECOTEX	TECOMET, INC.	85/973372 June 28, 2013	NA	United States	Pending