

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accellent Inc.		03/12/2014	CORPORATION: MARYLAND
Venusa, Ltd.		03/12/2014	CORPORATION: NEW YORK
MedSource Technologies LLC		03/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
Lake Region Manufacturing, Inc.		03/12/2014	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as the Collateral Agent
Street Address:	677 Washington Boulevard, 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2029657	
Registration Number:	2029658	
Registration Number:	3133963	ACCELLENT
Registration Number:	3252106	STONE CONE
Registration Number:	1794212	ONTRAC
Registration Number:	1912377	CAPTIVE
Registration Number:	1967149	EXCELLENCE
Registration Number:	2532899	PREDICATE
Registration Number:	2949860	AQUARIUS
Registration Number:	3609472	
Registration Number:	3661680	LUBRIGREEN
Registration Number:	3702149	LAKE REGION MEDICAL
Registration Number:	3706024	DEVICEPLUS
Registration Number:	3709233	FREEWAY
Registration Number:	3734663	RAILRUNNER
Registration Number:	3772210	TRAILRUNNER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1663347	LAKE REGION
Registration Number:	2693303	TAXI
Registration Number:	3971823	TWISTER
Registration Number:	3986919	RAPIDWIRE
Registration Number:	3987024	FLAGSHIP
Registration Number:	3991111	EXCURSION
Registration Number:	4123190	MICRORIDGE
Registration Number:	4344297	DEFLECTOR
Serial Number:	85422820	FORTRESS
Serial Number:	85036798	WEDGE

CORRESPONDENCE DATA

Fax Number: 2123037064

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

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78422.00100 (FIRST LIEN)

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 03/13/2014

Total Attachments: 9

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page1.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page2.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page3.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page4.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page5.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page6.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page7.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page8.tif

source=Accellent_Project Reserve - First Lien Grant of Trademarks (Executed)(109018526_1)#page9.tif

FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 12, 2014, is made by the Borrower (as defined below), Venusa, Ltd., a New York corporation, MedSource Technologies LLC, a Delaware limited liability company, and Lake Region Manufacturing, Inc., a Minnesota corporation (each, a "Grantor"), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of March 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Accellent Inc., a Maryland corporation (the "Borrower"), the Lenders from time to time party thereto, and UBS AG, Stamford Branch, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and the Swingline Lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of March 12, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office,

whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

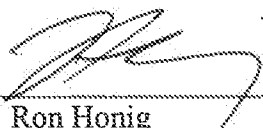
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

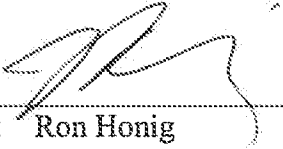
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Accellent Inc.,
as the Grantor

By: 
Name: Ron Honig
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Venusa, Ltd.,
as the Grantor

By: 
Name: Ron Honig
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MedSource Technologies, LLC,
as the Grantor


By: 

Name: Ron Honig

Title: Vice President and Secretary


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Lake Region Manufacturing, Inc.,
as the Grantor

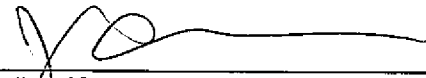
By: 
Name: Katherine S. Roehl
Title: Executive Vice President, Chief Administrative
Officer and Corporate Secretary

UBS AG, STAMFORD BRANCH,
as the Collateral Agent

By:


Name: Lana Gifas
Title: Director

By:

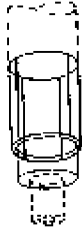



Name: Jennifer Anderson
Title: Associate Director

[First Lien Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005236 FRAME: 0581

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Venusa, Ltd.	74/688,077	2,029,657	
Venusa, Ltd.	74/688,081	2,029,658	[Design Only] 
Accellent Inc.	78/452,042	3,133,963	[Design Only]
MedSource Technologies, LLC	76/277,067	3,252,106	ACCELLENT STONE CONE
Lake Region Manufacturing, Inc.	74/092,310	1,794,212	ONTRAC
Lake Region Manufacturing, Inc.	74/298,338	1,912,377	CAPTIVE
Lake Region Manufacturing, Inc.	74/300,641	1,967,149	EXCELLENCE
Lake Region Manufacturing, Inc.	75/942,994	2,532,899	PREDICATE
Lake Region Manufacturing, Inc.	78/207,856	2,949,860	AQUARIUS
Lake Region Manufacturing, Inc.	77/248,227	3,609,472	
Lake Region Manufacturing, Inc.	77/411,834	3,661,680	[Design only] LUBRIGREEN
Lake Region Manufacturing, Inc.	77/248,224	3,702,149	LAKE REGION MEDICAL
Lake Region Manufacturing, Inc.	77/372,491	3,706,024	DEVICEPLUS

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Lake Region Manufacturing, Inc.	77/257,696	3,709,233	FREEWAY
Lake Region Manufacturing, Inc.	77/257,701	3,734,663	RAILRUNNER
Lake Region Manufacturing, Inc.	77/351,027	3,772,210	TRAILRUNNER
Lake Region Manufacturing, Inc. DBA Lake Region Medical	74/096,499	1,663,347	LAKE REGION
Lake Region Manufacturing, Inc. DBA Lake Region Medical	76/428,002	2,693,303	TAXI
Lake Region Manufacturing, Inc. dba Lake Region Medical Corporation	85/422,820	1,114,372	FORTRESS
Lake Region Manufacturing, Inc. DBA Lake Region Medical, Inc.	85/036,798	3,956,152	WEDGE
Lake Region Manufacturing, Inc. DBA Lake Region Medical, Inc.	85/036,787	3,971,823	TWISTER
Lake Region Manufacturing, Inc. DBA Lake Region Medical, Inc.	85/026,480	3,986,919	RAPIDWIRE
Lake Region Manufacturing, Inc. DBA Lake Region Medical, Inc.	85/051,575	3,987,024	FLAGSHIP
Lake Region Manufacturing, Inc. DBA Lake Region Medical, Inc.	85/052,751	3,991,111	EXCURSION
Lake Region Manufacturing, Inc. DBA Lake Region Medical, Inc.	85/036,801	4,123,190	MICRORIDGE
Lake Region Manufacturing, Inc. DBA Lake Region Medical, Inc.	85/979,114	4,344,297	DEFLECTOR