

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298039

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent
<b>Street Address:</b>	200 West Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>Entity Type:</b>	Bank: DELAWARE

**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**

CH \$665.00 2029657

Property Type	Number	Word Mark
Registration Number:	1663347	LAKE REGION
Registration Number:	2693303	TAXI
Serial Number:	85422820	FORTRESS
Registration Number:	3956152	WEDGE
Registration Number:	3971823	TWISTER
Registration Number:	3986919	RAPIDWIRE
Registration Number:	3987024	FLAGSHIP
Registration Number:	3991111	EXCURSION
Registration Number:	4123190	MICRORIDGE
Registration Number:	4344297	DEFLECTOR

**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

<b>ATTORNEY DOCKET NUMBER:</b>	78442.00100 (SECOND LIEN)
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	03/13/2014

**Total Attachments: 9**

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SECOND 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 Goldman Sachs Bank USA, 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 Second 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 Goldman Sachs Bank USA, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower 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 Second 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, 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.

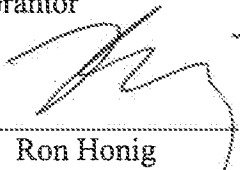
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent under this Agreement is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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.

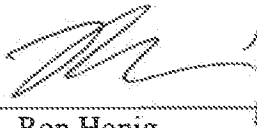
Accellent Inc.,  
as the Grantor



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



GOLDMAN SACHS BANK USA,  
as Collateral Agent

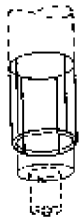


By:

Name:  
Title:

  
**Robert Ehudin**  
**Authorized Signatory**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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
Lake Region Manufacturing, Inc.	77/257,696	3,709,233	FREEWAY
Lake Region Manufacturing, Inc.	77/257,701	3,734,663	RAILRUNNER

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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