

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of Security Interest in Patents
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CONVEYING PARTY DATA

Name	Execution Date
MedSource Trenton, Inc.	11/22/2005

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N.A., as administrative agent
Street Address:	1111 Fannin
Internal Address:	10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5888436
Patent Number:	6045734
Patent Number:	6314856
Patent Number:	6323413
Patent Number:	6616996
Application Number:	08480411
Patent Number:	6841214

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100

CH \$280.00 5888436

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Christine Wilson

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENTS

This GRANT OF SECURITY INTEREST IN PATENTS ("Agreement"), dated as of November 22, 2005, is entered into by and between MedSource Trenton, Inc., a Delaware corporation, located at 110 Cheshire Lane, Suite 100 Minneapolis, MN 55305 (the "Assignor") and JPMorgan Chase Bank, N.A., (together with its successors and assigns, the "Assignee"), as Administrative Agent for the Secured Parties pursuant to the Security Agreement dated as of November 22, 2005, between the Assignee and each of the other Grantors party thereto, including Assignor (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Assignor is granting a security interest to the Assignee in certain collateral, including the Patents set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) As security for the prompt and complete payment and performance in full of the Obligations, Assignor hereby grants to Assignee a security interest in and continuing lien on all of Assignor's right, title, and interest in, to, and under the Patent Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) For purposes of this Agreement, "Patent Collateral" shall mean (i) each United States patent and patent application set forth on Schedule A attached hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee, as Administrative Agent, under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are more fully set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, Assignor authorizes the Assignee, upon notice to Assignor, to modify this Agreement in the name of and on behalf of Assignor without obtaining Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Patent owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

4. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. Definitions

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MEDSOURCE TRENTON, INC.

("Assignor")

By: 

Name:

Title:

JPMORGAN CHASE BANK, N.A.
("Assignee")

By: _____

Name

Title:

[Patent Security Agreement]

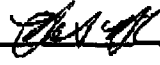
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MEDSOURCE TRENTON, INC.

("Assignor")

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
("Assignee")

By: 
Name
Title: BRUCE BORDEN
VICE PRESIDENT

Schedule A to PATENT SECURITY AGREEMENT

<u>Title</u>	<u>Issue Date</u> <u>(Filing Date)</u>	<u>Patent. No.</u> <u>(App. No.)</u>	<u>Jurisdiction</u>
Manufacture of Variable Stiffness Microtubing	March 30, 1999	5,888,436	United States of America
Process of Making a Catheter	April 4, 2000	6,045,734	United States of America
Manufacture of Variable Stiffness Microtubing	November 27, 2001	6,314,856	United States of America
Microtubing with Integral Thermocouple	November 27, 2001	6,323,413	United States of America
Variable stiffness microtubing and method of manufacture	September 9, 2003	6,616,996	United States of America
Improved Variable Stiffness Microtubing and Methods of Manufacture	June 7, 1995	Application No. 08/480,411	United States of America
Variable Stiffness Microtubing and Methods of Manufacture	June 7, 1995	6,841,214	United States of America