

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA

Name	Execution Date
Tecomet Inc.	09/26/2008

RECEIVING PARTY DATA

Name:	CIT HEALTHCARE LLC, AS AGENT
Street Address:	305 Fellowship Rd
Internal Address:	Suite 300
City:	Mount Laurel
State/Country:	NEW JERSEY
Postal Code:	08054

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	6620332
Patent Number:	7018418
Patent Number:	7208222
Patent Number:	6185278
Patent Number:	6599322
Application Number:	10282402
Application Number:	10282441

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery
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 Address Line 2: One International Place

CH \$280.00 6620332

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

61710/038

NAME OF SUBMITTER:

Christine Slattery

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "*Patent Security Agreement*") is made this 26th day of September, 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "Grantor"), and **CIT HEALTHCARE LLC**, in its capacity as agent for the Lender Group (together with its successors, "*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "*Credit Agreement*") by and among **REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P.** ("*Regiment*") and the other lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "*Lender*" and collectively as the "*Lenders*"), the Agent, **CHT ACQUISITION CORP.**, a Delaware corporation ("*Parent*"), and **CHT ACQUISITION SUB CORP.**, a Delaware corporation ("*Borrower*" or "*Merger Sub*"; it being understood that from and after the consummation of the Tecomet Merger, **TECOMET INC.**, a Massachusetts corporation ("*Tecomet*") will be a Borrower under the Credit Agreement and shall be deemed to be the "Borrower" and a "Grantor" for all purposes hereof and of the Security Agreement), the Lender Group is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Patent Collateral*"):

(a) all of its Patents and Patent Intellectual Property Licenses (other than Patent Intellectual Property Licenses that constitute Excluded Collateral) to which it is a party including those referred to on **Schedule I** hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain ownership rights to any new patentable inventions or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Each Grantor shall provide notice to the Agent in the certificate next delivered to the Agent and Initial Lenders along with the monthly financial statements pursuant to the terms of Section 5.1(a) of the Credit Agreement, with respect to any such new Patent. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Patent of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural and the terms "includes" and "including" are not limiting. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such

alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations that, at such time, are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

GRANTORS:

CHT ACQUISITION CORP.

By: *Brandon White*
Name: Brandon White
Title: President

CHT ACQUISITION SUB CORP.

By: *Brandon White*
Name: Brandon White
Title: President

From and after the consummation of the Tecomet Merger:

TECOMET INC.

By: _____
Name:
Title:

[PATENT SECURITY AGREEMENT]

PATENT
REEL: 021603 FRAME: 0393

GRANTORS:

CHT ACQUISITION CORP.


By: _____
Name: _____
Title: _____

CHT ACQUISITION SUB CORP.

By: _____
Name: _____
Title: _____

From and after the consummation of the Tecomet Merger:

TECOMET INC.

By: 
Name: WILLIAM C. DOND
Title: PRESIDENT & CEO

[PATENT SECURITY AGREEMENT]

**ACKNOWLEDGED AND
ACCEPTED BY:**

CIT HEALTHCARE LLC, as Agent

By: *Richard Neid*
Name: *Richard Neid*
Title: *Director*

[PATENT SECURITY AGREEMENT]

**PATENT
REEL: 021603 FRAME: 0395**

SCHEDULE I
PATENTS

1. U.S. Patent No. 6,620,332, entitled "Method for making a mesh-and-plate surgical implant," (Amrich, inventor).
2. U.S. Patent No. 7,018,418, entitled "Textured surface having undercut micro recesses in a surface," (Amrich, et al, inventors).
3. U.S. Patent No. 7,208,222, entitled "Assembled non-random foams," (Rolfe, et al, inventors).
4. U.S. Patent No. 6,185,278, entitled "Focused radiation collimator," (Appleby, et al, inventors).
5. U.S. Patent No. 6,599,322, entitled "Method for producing undercut micro recesses in a surface, a surgical implant made thereby, and method for fixing an implant to bone" (Amrich, et al, inventors).
6. U.S. Patent Application No. 10/282,402, entitled "Devices, Methods, and Systems Involving Cast Collimators," (Appleby, et al, inventors), filed October 29, 2002. The examiner at the United States Patent and Trademark Office has issued a "final rejection" as to this application, and the Transferred Entity is in the process of determining whether to continue pursuing this application.
7. U.S. Patent Application No. 10/282,441, entitled "Devices, Methods, and Systems Involving Cast Computed Tomography Collimators," (Appleby, et al, inventors), filed October 29, 2002. The examiner at the United States Patent and Trademark Office has issued a "final rejection" as to this application, and the Transferred Entity is in the process of determining whether to continue pursuing this application.