

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3138129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYMMETRY MEDICAL INC.	12/05/2014
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8757035
Patent Number:	8579925
Application Number:	14157811
Application Number:	13337599
Application Number:	13677442
Application Number:	13713137
Application Number:	13745164
Application Number:	13846116
Application Number:	13892613
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-906-1200
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	885 THIRD AVENUE
Address Line 2:	SUITE 1000
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	030786-0633
NAME OF SUBMITTER:	ANGELA M. AMARU

PATENT

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/09/2014
Total Attachments: 27 source=Smokey - First Lien IP Security Agreement#page1.tif source=Smokey - First Lien IP Security Agreement#page2.tif source=Smokey - First Lien IP Security Agreement#page3.tif source=Smokey - First Lien IP Security Agreement#page4.tif source=Smokey - First Lien IP Security Agreement#page5.tif source=Smokey - First Lien IP Security Agreement#page6.tif source=Smokey - First Lien IP Security Agreement#page7.tif source=Smokey - First Lien IP Security Agreement#page8.tif source=Smokey - First Lien IP Security Agreement#page9.tif source=Smokey - First Lien IP Security Agreement#page10.tif source=Smokey - First Lien IP Security Agreement#page11.tif source=Smokey - First Lien IP Security Agreement#page12.tif source=Smokey - First Lien IP Security Agreement#page13.tif source=Smokey - First Lien IP Security Agreement#page14.tif source=Smokey - First Lien IP Security Agreement#page15.tif source=Smokey - First Lien IP Security Agreement#page16.tif source=Smokey - First Lien IP Security Agreement#page17.tif source=Smokey - First Lien IP Security Agreement#page18.tif source=Smokey - First Lien IP Security Agreement#page19.tif source=Smokey - First Lien IP Security Agreement#page20.tif source=Smokey - First Lien IP Security Agreement#page21.tif source=Smokey - First Lien IP Security Agreement#page22.tif source=Smokey - First Lien IP Security Agreement#page23.tif source=Smokey - First Lien IP Security Agreement#page24.tif source=Smokey - First Lien IP Security Agreement#page25.tif source=Smokey - First Lien IP Security Agreement#page26.tif source=Smokey - First Lien IP Security Agreement#page27.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 5, 2014, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Tecomet Inc., a Massachusetts corporation, Symmetry Medical Inc., a Delaware corporation, and Symmetry Medical Manufacturing Inc., a Delaware corporation (each, a “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the Collateral (as defined below) and are required to execute and deliver this Agreement. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, *inter alios*, Tecomet Inc., a Massachusetts corporation, as borrower (the “Borrower”), CHT Acquisition Corp., a Delaware corporation (“Holdings”), the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch (“CS”), in its capacities as administrative agent and collateral agent for the Lenders (in its capacities as administrative agent and collateral agent, together with its successors in such capacities, the “Agent”) and CS, as Issuing Bank. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**IP Collateral**”):

- A. all Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued Patents and pending applications for Patents in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the

Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Assignment and Assumption, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

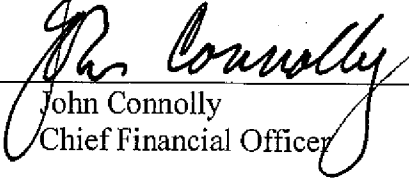
(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tiff" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

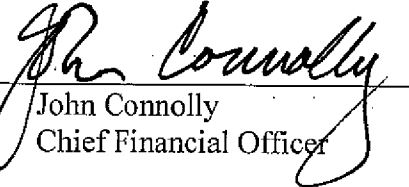
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

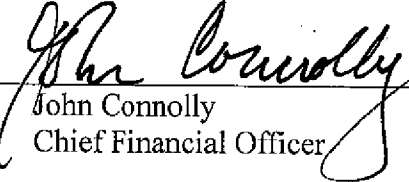
TECOMET INC.

By: 
Name: John Connolly
Title: Chief Financial Officer

SYMMETRY MEDICAL INC.

By: 
Name: John Connolly
Title: Chief Financial Officer

SYMMETRY MEDICAL MANUFACTURING
INC.

By: 
Name: John Connolly
Title: Chief Financial Officer

ACCEPTED AND AGREED:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Agent

By: 

Name:

VIPUL DHADDA

Title:

AUTHORIZED SIGNATORY

By: 

Name:

JUDITH SMITH


Title:

AUTHORIZED SIGNATORY

SCHEDULE I

Trademarks and Trademark Applications

Record Owner	Trademark	Application Number and Date	Registration Number and Date	Status
TECOMET INC.	TECOTEX	App 85973372 June 28, 2013	Reg 4478102 February 4, 2014	Registered
Teleflex with assignment to TECOMET INC.	BEERE MEDICAL	App 85331115 May 26, 2011	Reg 4124618 April 10, 2012	Registered
TECOMET INC.	TECOMET	App 77362517 January 2, 2008	Reg 3589890 March 17, 2009	Registered
Teleflex with assignment to TECOMET INC.	CENTAUR	App 77255983 August 15, 2007	Reg 3807486 June 22, 2010	Cancelled 12/21/2013
Teleflex with assignment to TECOMET INC.	TRU-CONTROL	App 76589319 April 29, 2004	Reg 2947542 May 10, 2005	Registered
Tecomet Inc.	TecoGrip™			Common Law Trademark
Tecomet Inc.	TecoMark™			Common Law Trademark
Tecomet Inc.	Trabeculite™			Common Law Trademark
Teleflex with assignment to Tecomet Inc.	Orthogrip™	App 74573928 September 15, 1994	Reg 1989166 July 23, 1996	Registered Trademark
Teleflex with assignment to Tecomet Inc.	Contour Orthogrip	App 78001995 March 31, 2000	Reg 2637275 October 15, 2002	Registered Trademark
Tecomet	Herculite			Common Law Trademark
Teleflex with assignment to Tecomet	Quicklock	App 75885894 January 3, 2000	Reg 2601904 July 30, 2002	Registered Trademark

Record Owner	Trademark	Application Number and Date	Registration Number and Date	Status
Tecomet Inc.	SMD	85131836 September 17, 2010	4259916 December 18, 2012	Registered
Tecomet Inc.	SMD	77356933 December 20, 2007	3925876 March 1, 2011	Registered
Tecomet Inc.		77355526 December 19, 2007	3951161 April 26, 2011	Registered
SYMMETRY MEDICAL MANUFACTURING, INC.	THE ULTRA SYSTEM	76350635 12/20/2001	2793721 12/16/2003	REGISTERED RENEWED
SYMMETRY MEDICAL MANUFACTURING, INC.	DIGIPRINT	App 77/053,982 November 30, 2006	Reg 3550681 December 23, 2008	LIVE
SYMMETRY MEDICAL MANUFACTURING, INC.	PROTECTING YOUR INVESTMENT	App 77/069,538 December 21, 2006	Reg 3432095 May 20, 2008	LIVE
SYMMETRY MEDICAL MANUFACTURING, INC.	SOLVED BY SYMMETRY	App 76700441 November 19, 2009	Reg 4139287 May 08, 2012	LIVE
SYMMETRY MEDICAL MANUFACTURING, INC.	SYMMETRY MEDICAL INC. (U.S.)	App 75/180,481 October 11, 1996	Reg 2502251 October 30, 2001	LIVE
SYMMETRY MEDICAL MANUFACTURING, INC.	TOTAL SOLUTIONS (U.S.)	App 76/548,611 October 03, 2003	Reg 3055931 January 31, 2006	LIVE

SCHEDULE II**Patents and Patent Applications**

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
Tecomet Inc.	Assembled Non-Random Foams	10/898,659	23-Jul-04	7,208,222	24-Apr-07
Tecomet Inc.	Method for Producing Undercut Micro Recesses in a Surface, a Surgical Implant Made Thereby, and Method for Fixing an Implant to Bone	09/976,722	12-Oct-01	6,599,322	29-Jul-03
Tecomet Inc.	Textured Surface Having Undercut Micro Recessed in a Surface	10/202,575	24-Jul-02	7,018,418	28-Mar-06
Tecomet Inc.	Textured Surface Having Undercut Micro Recessed in a Surface	11/345,125	01-Feb-06	7,850,862	14-Dec-10
Tecomet Inc.	Focused Radiation Collimator	09/339,365	24-Jun-99	6,185,278	06-Feb-01
Tecomet Inc.	Method for Making a Mesh-and-Plate Surgical Implant	10/021,616	12-Dec-01	6,620,332	16-Sep-03
Tecomet Inc.	Instrument and Method for Pulling and Twisting a Tie onto Two Separated Items	10/158,470	31-May-02	6,752,810	22-Jun-04
Tecomet Inc.	Collet Tool Holder and Method of Making Same	10/692,076	24-Oct-03	7,175,184	13-Feb-07
Tecomet Inc.	Tool Bit and Collet Assembly and Method	10/831,094	26-Apr-04	7,284,936	23-Oct-07
Tecomet Inc.	Rotatable Tool Handle	29/208,732	06-Jul-04	D523,724	27-Jun-06
Tecomet Inc.	Rotatable Tool Handle with a Torque Controller and Method	10/962,330	12-Oct-04	7,188,556	13-Mar-07
Tecomet Inc.	Instrument for Applying a Tie to Two Items and Method for Making Same	10/490,583	22-Mar-04	7,131,467	07-Nov-06
Tecomet Inc.	Ratchet Driver and Method of Making Same	11/488,915	19-Jul-06	7,290,465	06-Nov-07
Tecomet Inc.	Ratchet Screwdriver and Method of Making Same	11/036,577	18-Jan-05	7,181,997	27-Feb-07
Tecomet Inc.	Ratchet Screwdriver and Method of Making Same	11/646,371	28-Dec-06	7,503,104	17-Mar-09
Tecomet Inc.	Ratchet Screwdriver with Actuator Cap and Method	10/789,576	01-Mar-04	7,036,399	02-May-06
Tecomet Inc.	Ratchet Screwdriver with Actuator Cap and Method	11/282,052	18-Nov-05	7,168,342	30-Jan-07
Tecomet Inc.	Ratcheting Driver with Pivoting Pawls and Method of Arranging Same	10/746,633	29-Dec-03	6,997,084	14-Feb-06
Tecomet Inc.	Ratcheting Driver with Pivoting Pawls and Method of Arranging Same	11/274,912	16-Nov-05	7,421,772	09-Sep-08
Tecomet Inc.	Screwdriver Assembly and Method with Torque Measuring Scale	10/448,880	02-Jun-03	7,055,415	06-Jun-06
Tecomet Inc.	Torque Tool Handle for Releasable Shank	10/215,405	09-Aug-02	6,807,883	26-Oct-04
Tecomet Inc.	Method of Making a Torque Tool Handle	10/923,766	23-Aug-04	6,996,886	14-Feb-06
Tecomet Inc.	Ratcheting Screwdriver	08/781,941	17-Dec-96	5,771,760	30-Jun-98

Schedule II

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**PATENT
REEL: 034546 FRAME: 0090**

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
Tecomet Inc.	Ratcheting Screwdriver	08/798,380	10-Feb-97	5,778,743	14-Jul-98
Tecomet Inc.	Bending Tool	09/058,788	13-Apr-98	5,819,580	13-Oct-98
Tecomet Inc.	Actuator Cap for a Ratcheting Mechanism	08/796,632	07-Feb-97	5,848,680	15-Dec-98
Tecomet Inc.	Ratcheting Mechanism	08/893,019	15-Jul-97	5,873,288	23-Feb-99
Tecomet Inc.	Ratcheting Mechanism and Process for Making the Same	09/178,776	26-Oct-98	5,943,755	31-Aug-99
Tecomet Inc.	Selective Compression and Distraction Instrument	09/796,410	02-Mar-01	6,551,316	22-Apr-03
Tecomet Inc.	Hand-Manipulated Torque Tool	09/706,889	06-Nov-00	6,564,680	20-May-03
Tecomet Inc.	Releasable Socket Ratchet Wrench	10/151,327	21-May-02	6,769,329	03-Aug-04
Tecomet Inc.	Kit of Medical Tools for Removing Screws	10/281,926	29-Oct-02	6,783,004	31-Aug-04
Tecomet Inc.	Human Spine Fixation Template and Method of Making Same	09/028,847	24-Feb-98	5,938,662	17-Aug-99
Tecomet Inc.	Hand Tool Having a Variable Torque-Limiting In-Line Drive	09/228,132	11-Jan-99	6,095,020	01-Aug-00
Tecomet Inc.	Adapter for a Driver of a Rotary Tool and Method	09/432,452	02-Nov-99	6,179,302	30-Jan-01
Tecomet Inc.	Compression and Distraction Instrument	09/129,514	05-Aug-98	6,017,342	25-Jan-00
Tecomet Inc.	Pliers with Jaw Spacing and Load Measuring Readings	10/336,677	06-Jan-03	6,739,068	25-May-04
Tecomet Inc.	Screwdriver Handle	08/408,533	22-Mar-95	5,551,323	03-Sep-96
Tecomet Inc.	Beam-Type Torsion Applying and Measuring Tool	10/074,426	13-Feb-02	6,575,042	10-Jun-03
Tecomet Inc.	Ratcheting Tool with Spring-Urged Pawls and Method	10/124,196	17-Apr-02	6,679,363	20-Jan-04
Tecomet Inc.	Combined Bone Compression and Distraction Instrument	29/175,188	03-Feb-03	D488,229	06-Apr-04
Tecomet Inc.	Screw Holder and Torquing Tool	10/017,964	18-Dec-01	6,543,317	08-Apr-03
Tecomet Inc.	Rotary Cutter	09/179,057	26-Oct-98	5,980,547	09-Nov-99
Tecomet Inc.	Rod Cutter	09/069,697	29-Apr-98	6,058,820	09-May-00
Tecomet Inc.	Hand Manipulated Torque Transmitting Tool	09/228,130	11-Jan-99	6,055,889	02-May-00
Tecomet Inc.	Torque Limiting Tool	11/700,096	31-Jan-07	7,562,607	21-Jul-09
Tecomet Inc.	T-handle for a torque-applying tool	29/137,021	12-Feb-01	D454,045	05-Mar-02
Tecomet Inc.	Instrument for Pulling and Twisting a Wire	29/161,898	06-Jun-02	D476,084	17-Jun-03
Tecomet Inc.	Screwdriver handle	29/126,745	24-Jul-00	D444,366	03-Jul-01
SYMMETRY MEDICAL MANUFACTURING, INC.	REMOVABLE GROMMET DEVICE WITH ENLARGEABLE SLIT AND METHOD THEREOF	13614207	13-Sep-2012	US8739363	03-Jun-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	REMOVABLE GROMMET DEVICE AND METHOD OF USING THEREOF	13614185	22-Apr-2014	US8701246	13-Sep-2012

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
SYMMETRY MEDICAL MANUFACTURING, INC.	GROMMET DEVICE WITH FLEXIBLE BOWED MEMBERS AND METHODS OF USING THEREOF	13587460	16-Aug-2012	US8661614	04-Mar-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	APPARATUS AND METHOD FOR INDICATING BIOLOGICAL CONTENT WITHIN A CONTAINER	13297427	16-Nov-2011	US8470601	25-Jun-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	LATCH FOR A MEDICAL INSTRUMENT STERILIZATION CONTAINER	12828813	01-Jul-2010	US8287009	16-Oct-2012
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT RETAINER ASSEMBLY AND METHOD OF MAKING THE RETAINER	12764395	21-Apr-2010	US8075849	13-Dec-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	SYSTEM AND METHOD FOR MEDICAL INSTRUMENT STERILIZATION CASE HAVING A ROTATABLY DISPLACING COVER	12753500	02-Apr-2010	US8511510	20-Aug-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	METHOD AND SYSTEM FOR MEDICAL INSTRUMENT STERILIZATION CONTAINERS	12473490	28-May-2009	US8056720	15-Nov-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT CONTAINER SYSTEM	11846076	28-Aug-2007	US7871582	18-Jan-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT CASE	11376812	16-Mar-2006	US7748529	06-Jul-2010
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT CONTAINER SYSTEM	11369428	07-Mar-2006	US8349271	08-Jan-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT RETAINER ASSEMBLY AND METHOD OF MAKING THE RETAINER	11299505	12-Dec-2005	US7722837	25-May-2010
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT RETAINER ASSEMBLY	11177541	08-Jul-2005	US7601312	13-Oct-2009
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC INSTRUMENT STERILIZATION CASE	11150391	09-Jun-2005	US8100281	24-Jan-2012
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT CONTAINER ASSEMBLY WITH SNAP FIT HANDLE ASSEMBLY	11113866	25-Apr-2005	US7717292	18-May-2010

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
SYMMETRY MEDICAL MANUFACTURING, INC.	CLAMSHELL DENTAL CASSETTE	29227118	06-Apr-2005	USD526064	01-Aug-2006
SYMMETRY MEDICAL MANUFACTURING, INC.	MODULAR CYLINDRICAL DENTAL CASE SYSTEM	29226855	01-Apr-2005	USD518289	04-Apr-2006
SYMMETRY MEDICAL MANUFACTURING, INC.	TOOTH DENTAL CASSETTE	29226709	31-Mar-2005	USD518288	04-Apr-2006
SYMMETRY MEDICAL MANUFACTURING, INC.	DENTAL CASSETTE	29226607	30-Mar-2005	USD563561	04-Mar-2008
SYMMETRY MEDICAL MANUFACTURING, INC.	ELLIPTICAL SNAP HANDLE ASSEMBLY	29218414	02-Dec-2004	USD560465	29-Jan-2008
SYMMETRY MEDICAL MANUFACTURING, INC.	ELLIPTICAL SOFT GRIP HANDLE	29218413	02-Dec-2004	USD565928	08-Apr-2008
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT BRACKET ASSEMBLY	10840805	07-May-2004	US6969498	29-Nov-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC INSTRUMENT STERILIZATION CASE	10685247	14-Oct-2003	US7523827	28-Apr-2009
SYMMETRY MEDICAL MANUFACTURING, INC.	VARIABLY STACKABLE STERILIZATION TRAY SYSTEM	10406304	03-Apr-2003	US6874634	05-Apr-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	LATCH ASSEMBLY FOR COVERED CONTAINERS	10125151	18-Apr-2002	US6554327	29-Apr-2003
SYMMETRY MEDICAL MANUFACTURING, INC.	MODULAR STERILIZATION TRAY SYSTEMS FOR MEDICAL INSTRUMENTS	10061749	01-Feb-2002	US6827913	07-Dec-2004
SYMMETRY MEDICAL MANUFACTURING, INC.	LATCH ASSEMBLY FOR COVERED CONTAINERS	09997789	30-Nov-2001	US6508495	21-Jan-2003
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION CONTAINER	09276045	25-Mar-1999	US6217835	17-Apr-2001

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
SYMMETRY MEDICAL MANUFACTURING, INC.	STACKING STERILIZING TRAY SYSTEM	09240112	29-Jan-1999	US6164738	26-Dec-2000
SYMMETRY MEDICAL MANUFACTURING, INC.	PIN MAT FOR STERILIZATION TRAYS	09145075	01-Sep-1998	US6048504	11-Apr-2000
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION CONTAINER	09052191	31-Mar-1998	US6048503	11-Apr-2000
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION AND STORAGE CONTAINER LATCH	08976157	21-Nov-1997	US5887745	30-Mar-1999
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL TOOL STERILIZATION AND STORAGE CONTAINER SYSTEM	08929238	04-Sep-1997	US5913422	22-Jun-1999
SYMMETRY MEDICAL MANUFACTURING, INC.	STACKING STERILIZING TRAY SYSTEM	08897458	21-Jul-1997	US5893618	13-Apr-1999
SYMMETRY MEDICAL MANUFACTURING, INC.	THERMALLY CONDUCTIVE STERILIZATION TRAY	08892050	14-Jul-1997	US5882612	16-Mar-1999
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT FIXATION METHOD AND MEANS	08807812	26-Feb-1997	US5827487	27-Oct-1998
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION AND STORAGE CONTAINER TRAY	08794413	05-Feb-1997	US5843387	01-Dec-1998
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION AND STORAGE CONTAINER	08677641	09-Jul-1996	US5690223	25-Nov-1997
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT RETENTION BRACKET	08653991	28-May-1996	US5681539	28-Oct-1997
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION SUPPORT AND STORAGE CONTAINER SYSTEM	08635287	19-Apr-1996	US5599512	04-Feb-1997
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT STERILIZATION CONTAINER WITH IMPROVED LATCHING MECHANISM	08492712	20-Jun-1995	US5573741	12-Nov-1996

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION AND STORAGE CONTAINER	08388287	14-Feb-1995	US5595296	21-Jan-1997
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION TRAY SYSTEM FOR SURGICAL INSTRUMENTS	08368365	04-Jan-1995	US5540901	30-Jul-1996
SYMMETRY MEDICAL MANUFACTURING, INC.	STERILIZATION AND STORAGE CONTAINER TRAY INCLUDING GROMMETS	08310567	22-Sep-1994	US5518115	21-May-1996
SYMMETRY MEDICAL INC.	TORQUE LIMITING RATCHET DEVICE	13331524	20-Dec-2011	US8757035	24-Jun-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	ACETABULAR REAMER	12974878	21-Dec-2010	US8235996	07-Aug-2012
SYMMETRY MEDICAL MANUFACTURING, INC.	METHOD OF CONNECTING AN IMPACTOR TO AN ORTHOPAEDIC IMPLANT	12610439	02-Nov-2009	US8142439	27-Mar-2012
SYMMETRY MEDICAL MANUFACTURING, INC.	VARIABLE ANGLE ORTHOPAEDIC REAMER DRIVER	12362922	30-Jan-2009	US8052690	08-Nov-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	ADAPTER FOR A SURGICAL REAMER DRIVER	12237537	25-Sep-2008	US8439920	14-May-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	ADAPTER DRIVER FOR ORTHOPAEDIC REAMER	12237057	24-Sep-2008	US8323284	04-Dec-2012
SYMMETRY MEDICAL MANUFACTURING, INC.	DUAL REAMER DRIVER	12233149	18-Sep-2008	US8398642	19-Mar-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	MINIMALLY INVASIVE SURGICAL DRIVER	12165914	01-Jul-2008	US8328811	11-Dec-2012
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC REAMER ASSEMBLY	11829452	27-Jul-2007	US7850693	14-Dec-2010
SYMMETRY MEDICAL MANUFACTURING, INC.	CHIP BREAKERS FOR ORTHOPAEDIC REAMERS	11509097	23-Aug-2006	US8161773	24-Apr-2012
SYMMETRY MEDICAL MANUFACTURING, INC.	REDUCED PROFILE ORTHOPAEDIC REAMER	11387533	23-Mar-2006	US8096992	17-Jan-2012

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
ING, INC.					
SYMMETRY MEDICAL MANUFACTURING, INC.	ANGLED SURGICAL DRIVER	11387282	23-Mar-2006	US8348959	08-Jan-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	MINIMALLY INVASIVE ORTHOPAEDIC CUTTING TOOL	11387532	23-Mar-2006	US7871412	18-Jan-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC REAMER DRIVER FOR MINIMALLY INVASIVE SURGERY	11366336	02-Mar-2006	US7611515	03-Nov-2009
SYMMETRY MEDICAL MANUFACTURING, INC.	SPLIT THREAD ORTHOPAEDIC IMPLANT IMPACTOR	11339130	25-Jan-2006	US7621921	24-Nov-2009
SYMMETRY MEDICAL MANUFACTURING, INC.	RADIALLY EXPANDING SURGICAL RETRACTOR	11316176	22-Dec-2005	US8579809	12-Nov-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	MINIMALLY INVASIVE SURGICAL DRIVER	11238354	29-Sep-2005	US8398639	19-Mar-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	BIDIRECTIONAL REAMING CUTTER	11090719	25-Mar-2005	US8025662	27-Sep-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	ANGLED DRIVER WITH DEPTH GAUGE	11060461	17-Feb-2005	US7316690	08-Jan-2008
SYMMETRY MEDICAL MANUFACTURING, INC.	VARIABLE ANGLE ORTHOPAEDIC REAMER DRIVER	11033603	12-Jan-2005	US7503921	17-Mar-2009
SYMMETRY MEDICAL MANUFACTURING, INC.	COLLAPSIBLE ORTHOPAEDIC REAMER	11009119	10-Dec-2004	US7479144	20-Jan-2009
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC REAMER ASSEMBLY	10987266	12-Nov-2004	US7278996	09-Oct-2007
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC ROTARY REAMER WITH IMPLANT COMPLIANT CUTTING TEETH	10721809	25-Nov-2003	US7217272	15-May-2007
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC REAMER DRIVER FOR MINIMALLY INVASIVE SURGERY	10659812	11-Sep-2003	US7217271	15-May-2007

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
ING, INC.					
SYMMETRY MEDICAL MANUFACTURING, INC.	ACETABULAR REAMER LIPPING SYSTEM AND METHOD	10353546	29-Jan-2003	US6978648	27-Dec-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	CHIP BREAKERS FOR ORTHOPAEDIC REAMERS	10348932	22-Jan-2003	US7118575	10-Oct-2006
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC REAMER ASSEMBLY	10338479	08-Jan-2003	US6875217	05-Apr-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	CURVED SURGICAL TOOL DRIVER	10284003	30-Oct-2002	US7326215	05-Feb-2008
SYMMETRY MEDICAL MANUFACTURING, INC.	PATELLAR MILLING CLAMP	10234916	03-Sep-2002	US6866667	15-Mar-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL CUTTER WITH MODULAR BLADES	10141895	09-May-2002	US6890336	10-May-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	ORTHOPAEDIC REAMER WITH FLAT CUTTING TEETH	10104738	22-Mar-2002	US6951563	04-Oct-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	CUTTING EDGES FOR REAMERS AND A METHOD FOR MAKING SAME	10047946	14-Jan-2002	US6730094	04-May-2004
SYMMETRY MEDICAL MANUFACTURING, INC.	TOOL DRIVER	09996427	19-Nov-2001	US6854742	15-Feb-2005
SYMMETRY MEDICAL MANUFACTURING, INC.	HOLDER FOR ACETABULAR REAMER	09696606	25-Oct-2000	US6283972	04-Sep-2001
SYMMETRY MEDICAL MANUFACTURING, INC.	ACETABULAR REAMER CUP AND METHOD OF PRODUCING THE SAME	09374034	13-Aug-1999	US6428543	06-Aug-2002
SYMMETRY MEDICAL MANUFACTURING, INC.	TOOL DRIVER AND TOOLS THEREFOR	09366584	04-Aug-1999	US6250858	26-Jun-2001
SYMMETRY MEDICAL MANUFACTURING, INC.	TOOL DRIVER	09349381	09-Jul-1999	US6409732	25-Jun-2002

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
ING, INC.					
SYMMETRY MEDICAL MANUFACTURING, INC.	TOOL DRIVER	09049275	27-Mar-1998	US5980170	09-Nov-1999
SYMMETRY MEDICAL MANUFACTURING, INC.	ACETABULAR REAMER CUP AND METHOD OF PRODUCING THE SAME	09008723	19-Jan-1998	US6001105	14-Dec-1999
SYMMETRY MEDICAL MANUFACTURING, INC.	TOOL DRIVER	08754939	25-Nov-1996	US5817096	06-Oct-1998
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL IMPLEMENT HANDLE MACHINE	08588993	19-Jan-1996	US5824181	20-Oct-1998
SYMMETRY MEDICAL MANUFACTURING, INC.	ACETABULAR REAMER CUP AND METHOD OF PRODUCING THE SAME	08473371	07-Jun-1995	US5709688	20-Jan-1998
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL TOOL GUIDE AND ENTRY HOLE POSITIONER	08407216	20-Mar-1995	US5624447	29-Apr-1997
SYMMETRY MEDICAL INC.	MEDICAL DEVICE TRAY AND METHOD OF FORMING THE MEDICAL DEVICE TRAY	14157811	17-Jan-2014	US20140202903	24-Jul-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	MODULAR MEDICAL INSTRUMENT STERILIZATION CONTAINER AND RELATED METHODS	14098899	06-Dec-2013	US20140158570	12-Jun-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	LINEAR SLIDE INDICATOR	14090082	26-Nov-2013	US20140171949	19-Jun-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	REMOVABLE GROMMET DEVICE AND METHOD OF USING THEREOF	14219410	19-Mar-2014	US20140205494	24-Jun-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	APPARATUS FOR RETAINING MEDICAL INSTRUMENTS AND RELATED METHODS	14097917	05-Dec-2013	US20140162207	12-Jun-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	LIGHT REFLECTION AND GLARE PREVENTING MEDICAL INSTRUMENT HOLDING APPARATUS AND RELATED METHODS	14062159	24-Oct-2013	US20140110288	24-Apr-2014
SYMMETRY MEDICAL MANUFACTURING, INC.	MOVABLE HOLDER FOR MEDICAL INSTRUMENTS AND ASSOCIATED METHODS	14052199	11-Oct-2013	US20140105782	17-Apr-2014

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
ING, INC.					
SYMMETRY MEDICAL MANUFACTURING, INC.	UNIVERSALLY-SIZED GROMMET DEVICE AND METHOD THEREOF	13614171	13-Sep-2012	US20130062235	14-Mar-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	GROMMET DEVICE WITH PULL-TAB AND ASSOCIATED METHODS THEREOF	13587526	16-Aug-2012	US20130045135	21-Feb-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT STERILIZATION SYSTEM AND METHOD	13364670	02-Feb-2012	US20120195792	02-Aug-2012
SYMMETRY MEDICAL INC.	MODULAR DELIVERY SYSTEM	13337599	27-Dec-2011	US20130161320	27-Jun-2013
SYMMETRY MEDICAL MANUFACTURING, INC.	APPARATUS AND METHOD FOR ACCESSING A BIOLOGICAL INDICATOR WITHIN A CONTAINER	13296382	15-Nov-2011	US20120156090	21-Jun-2012
SYMMETRY MEDICAL MANUFACTURING INC.	CORNER PROTECTOR APPARATUS FOR A MEDICAL STERILIZATION CONTAINER AND METHOD THEREOF	13087722	15-Apr-2011	US20110278199	17-Nov-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	SYSTEM AND METHOD FOR PROVIDING A METAL STERILIZATION TRAY	12828657	01-Jul-2010	US20110002811	06-Jan-2011
SYMMETRY MEDICAL MANUFACTURING, INC.	SYSTEM AND METHOD OF LABELING AND IDENTIFYING THE CONTENTS WITHIN A STERILIZATION CASE	12752500	01-Apr-2010	US20100252473	07-Oct-2010
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT STERILIZATION CONTAINER AND METHOD	12183357	31-Jul-2008	US20090223964	10-Sep-2009
SYMMETRY MEDICAL MANUFACTURING, INC.	SUCTION PUNCH	08387312	2/13/1995	5603724	2/18/1997
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT WITH STEERABLE DISTAL END	08739924	10/30/1996	5766196	6/16/1998
SYMMETRY MEDICAL MANUFACTURING, INC.	DUAL PIN AND GROOVE PIVOT FOR MICRO-INSTRUMENT	08794213	1/30/1997	6019780	2/1/2000
SYMMETRY MEDICAL MANUFACTURING, INC.	ROTATABLE LINKAGE FOR MICRO-INSTRUMENT	08807320	2/27/1997	6015426	1/18/2000

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
SYMMETRY MEDICAL MANUFACTURING, INC.	ROTARY DRIVE MECHANISM FOR INSTRUMENT HANDLE	08821103	3/20/1997	5728108	3/17/1998
SYMMETRY MEDICAL MANUFACTURING, INC.	RETROGRADE SURGICAL INSTRUMENT	08843554	4/18/1997	5755723	5/26/1998
SYMMETRY MEDICAL MANUFACTURING, INC.	ELONGATED THUMB LOOP FOR SURGICAL INSTRUMENT	08843556	4/18/1997	5849021	12/15/1998
SYMMETRY MEDICAL MANUFACTURING, INC.	INTEGRAL LUG LINKAGE FOR MICRO-INSTRUMENT	08843563	4/18/1997	5868786	2/9/1999
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT WITH REPLACEABLE JAW ASSEMBLY	08856938	5/15/1997	5893875	4/13/1999
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT STERILIZATION SYSTEM	09312126	5/14/1999	6331280	12/18/2001
SYMMETRY MEDICAL MANUFACTURING, INC.	ENDOSCOPIC INSTRUMENT WITH REMOVABLE FRONT END	09393546	9/10/1999	6077290	6/20/2000
SYMMETRY MEDICAL MANUFACTURING, INC.	LAPAROSCOPIC INSTRUMENT WITH PARALLEL ACTUATED JAWS	09488057	1/20/2000	6238414	5/29/2001
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL TRAY SUPPORT SYSTEM	09540652	3/31/2000	6471167	10/29/2002
SYMMETRY MEDICAL MANUFACTURING, INC.	PIN-LESS SURGICAL INSTRUMENT	09642822	8/22/2000	6599309	7/29/2003
SYMMETRY MEDICAL MANUFACTURING, INC.	INTERLOCKING TRIGGER ASSEMBLY FOR A SUTURING DEVICE	10788111	2/26/2004	7938839	5/10/2011
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL INSTRUMENT CONTAINER ASSEMBLY WITH ELLIPTICAL SOFTGRIP HANDLE ASSEMBLY	11103875	4/12/2005	8556115	10/15/2013
SYMMETRY MEDICAL MANUFACTURING, INC.	GROMMET MATRIX	11315379	12/19/2005	8887913	11/18/2014

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
SYMMETRY MEDICAL MANUFACTURING, INC.	GASTRIC BAND INSERTION INSTRUMENT	11315714	12/22/2005	7771439	8/10/2010
SYMMETRY MEDICAL MANUFACTURING, INC.	END EFFECTOR MECHANISM FOR A SURGICAL INSTRUMENT	11859856	9/24/2007	7776065	8/17/2010
SYMMETRY MEDICAL MANUFACTURING, INC.	SYSTEM AND METHOD FOR MODULAR COMPONENT STERILIZATION CASE	12326331	12/2/2008	pending	pending
SYMMETRY MEDICAL MANUFACTURING, INC.	SURGICAL ROTARY CAPTURE INSTRUMENT FOR GASTRIC BAND CLOSING	12370956	2/13/2009	pending	pending
SYMMETRY MEDICAL MANUFACTURING, INC.	TETRAHEDRAL AMORPHOUS CARBON COATED MEDICAL DEVICES	12730011	3/23/2010	pending	pending
SYMMETRY MEDICAL MANUFACTURING, INC.	GASTRIC BAND INSERTION INSTRUMENT	12813894	6/11/2010	8333775	12/18/2012
SYMMETRY MEDICAL MANUFACTURING, INC.	MODULAR MEDICAL INSTRUMENT TABLE	13212613	8/18/2011	8839724	9/23/2014
SYMMETRY MEDICAL MANUFACTURING, INC.	MEDICAL INSTRUMENT HOLDER AND METHOD THEREOF	13228957	9/9/2011	pending	pending
SYMMETRY MEDICAL MANUFACTURING, INC.	CONSTRICTING PRESSURE VALVE APPARATUS AND METHODS THEREOF	13416222	3/9/2012	8863781	10/21/2014
SYMMETRY MEDICAL MANUFACTURING, INC.	SYSTEM AND METHOD FOR FORMING A CURVED TUNNEL IN BONE	14084460	11/19/2013	pending	pending
SYMMETRY MEDICAL MANUFACTURING, INC.	THREE DIMENSIONAL TILT RACHET WITH SELF RETAINING MECHANISM	14089975	11/26/2013	pending	pending
Symmetry Medical Inc.	SYSTEM AND METHOD FOR A MODULAR RESECTION GUIDE	13677442	11/15/2012	pending	pending
Symmetry Medical Inc.	SYSTEM AND METHOD FOR A LOCKABLE POLYAXIAL DRIVER TOOL	13713137	12/13/2012	pending	pending
Symmetry Medical Inc.	MEDICAL INSTRUMENT HANDLE	13745164	1/18/2013	pending	pending
Symmetry Medical Inc.	DUAL REAMER DRIVER	13846116	3/18/2013	pending	pending

Debtor/Grantor	Title	Application Number	Filing Date	Patent Number	Issue Date
Symmetry Medical Inc.	ADAPTER FOR A SURGICAL REAMER DRIVER	13892613	5/13/2013	pending	pending
	MEDICAL CLAMP	13177872	7/7/2011	8579925	11/12/2013

SCHEDULE III

Copyrights and Copyright Applications

None.

EXHIBIT A

[FORM OF]

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement Supplement"), by [●] (**[each, a][the]** "**Grantor**") in favor of Credit Suisse AG, Cayman Islands Branch ("CS"), as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "First Lien Credit Agreement"), by and among, *inter alios*, Tecomet Inc., a Massachusetts corporation, as borrower (the "Borrower"), CHT Acquisition Corp., a Delaware corporation ("Holdings"), the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch ("CS"), in its capacities as administrative agent and collateral agent for the Lenders (in its capacities as administrative agent and collateral agent, together with its successors in such capacities, the "Agent") and CS, as Issuing Bank. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the **[Grantor][Grantors]** and the Agent have entered into that certain First Lien Intellectual Property Security Agreement, dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "IP Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute and deliver this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, **[each][the]** Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of **[such][the]** Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the issued Patents and pending applications for Patents in the United States Patent and Trademark Office listed on Schedule II hereto;

Exhibit A

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed or required to be listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Assignment and Assumption, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by **[each] [the]** relevant Grantor hereunder shall be automatically released and **[each] [the]** relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at **[such] [the]** Grantor's expense, all UCC termination statements and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a

Exhibit A

“.pdf” or “.tiff” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[●]

By: _____

Name: [●]

Title: [●]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK	FILING DATE

SCHEDULE II

PATENTS

OWNER	SERIAL NUMBER	DESCRIPTION	ISSUE DATE

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION	FILING DATE

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE	REGISTRATION DATE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE	FILING DATE