

04-04-2001

Form PTO-1594 (Rev. 6-93) **RE**



**SHEET**

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

Patent and Trademark Office

To the Honorable Commissioner **101668313**

Send the attached original document or copy thereof

3-19-01

1. Name of conveying party(ies):  
**MEDSOURCE TECHNOLOGIES NEWTON, INC.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation: State of Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

**DEUTSCHE BANK AG, NEW YORK BRANCH**  
**31 West 52<sup>nd</sup> Street**  
**New York, NY 10019**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation: State of Delaware  
 Other \_\_\_\_\_

*MAR 19 2001*

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: January 3, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description  
75/747,931

B. Trademark Registration No(s). and description

5. Name and address of party to whom correspondence concerning document should be mailed:

**Elizabeth M. DeMinico, Paralegal**  
**FAEGRE & BENSON LLP**  
**2200 Wells Fargo Center**  
**90 South Seventh Street**  
**Minneapolis, MN 55402-3901**  
**612/336-3347**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) ..... \$40.00

Enclosed  
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Elizabeth M. DeMinico, Paralegal  
 Name of person signing

*Elizabeth M. DeMinico*  
 Signature

March 14, 2001  
 Date

Total number of pages including cover sheet, attachments, and document: 4

**Mail documents to be recorded with required cover sheet information to:**  
**Director – U.S. Patent and Trademark Office, Box Assignments**  
**Washington, D.C. 20231**

M2:20374713.01(F&B 9/28/00)

55530-231668

04/04/2001 AAHMED1 00000117 060029 75747931

01 FC:481 40.00 CH

**TRADEMARK**  
**REEL: 002262 FRAME: 0707**

FORM OF ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES  
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, MEDSOURCE TECHNOLOGIES NEWTON, INC., a Delaware corporation (the "Assignor") with an address at 110 Cheshire Lane, Suite 100, Minneapolis, Minnesota 55305, hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 30, 1999 (as amended from time to time, the "Security Agreement"). Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

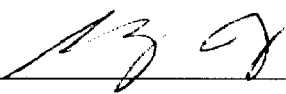
IN WITNESS WHEREOF, the undersigned have executed this Agreement of Security Interest as of the 3rd day of January, 2001.

MEDSOURCE TECHNOLOGIES  
NEWTON, INC.,

as Assignor

By   
Richard J. Effress  
Chief Executive Officer

DEUTSCHE BANK AG, NEW YORK BRANCH  
as Collateral Agent and Assignee

By   
Name:  
Title:  
Gregory P. Shefrin  
Director

TRADEMARKS

Trademark

Appln Number

Filing Date

“Integrated Outsourcing”\*

75/747931

July 12, 1999

\*ITU pending

M1:690126.04