

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tecomet Inc.		08/16/2012	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4124618	BEERE MEDICAL
Registration Number:	2963773	BEERE PRECISION MEDICAL INSTRUMENTS
Registration Number:	2637275	CONTOUR ORTHO-GRIP
Registration Number:	2601904	QUICKLOCK
Registration Number:	1989166	ORTHO GRIP
Registration Number:	2947542	TRU-CONTROL
Registration Number:	3951161	SMD SPECIALIZED MEDICAL DEVICES
Registration Number:	3925876	SMD
Registration Number:	3807486	CENTAUR
Serial Number:	85131839	SMD SPECIALIZED MEDICAL DEVICES
Serial Number:	85131836	SMD

CORRESPONDENCE DATA

Fax Number: 3129021061

900231352

**TRADEMARK
 REEL: 004844 FRAME: 0269**

CH \$290.00 4124618

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-35
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	08/17/2012

Total Attachments: 6

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2012, is between **TECOMET INC.**, a Massachusetts corporation (the "Grantor"), and **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties (as defined in the Credit Agreement (as hereinafter defined)). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on Schedule 2 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of December 16, 2010 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties signatory thereto and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 16, 2010 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) each Trademark license referred to in **Schedule 2** annexed hereto;

(3) all goodwill of the business associated with the use of, and symbolized by, each such Trademark; and

(4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

Notwithstanding anything to the contrary set forth in this Trademark Security Agreement, no security interest, lien or mortgage in and to, or right of setoff against and collateral assignment of, is granted in any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been accepted (but only until such statement is accepted).

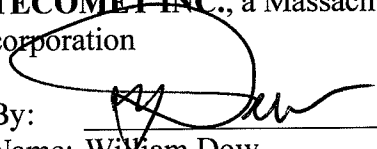
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement for the purpose of registering the security interest of Grantee in the Trademark Collateral with the United States Patent and Trademark Office and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement will control.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

TECOMET INC., a Massachusetts corporation

By: 
Name: William Dow
Title: President

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company, as Administrative Agent

By: _____
Name: _____
Title: _____

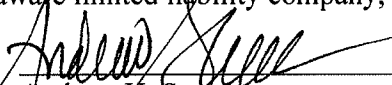
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

TECOMET INC., a Massachusetts corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company, as Administrative Agent

By: 
Name: Andrew H. Steerman
Title: Senior Managing Director

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
BEERE MEDICAL	4124618	4/10/12
BEERE PRECISION MEDICAL INSTRUMENTS	2963773	6/28/05
CONTOUR ORTHO-GRIP	2637275	10/15/02
QUICKLOCK	2601904	7/30/02
OPRTHO GRIP	1989166	7/23/96
TRU-CONTROL	2947542	5/10/05
SMD SPECIALIZED MEDICAL DEVICES	3951161	4/26/11
SMD	3925876	3/1/11
CENTAUR	3807486	6/22/10

FOREIGN TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
SMD SPECIALIZED MEDICAL DEVICES	6534325	10/3/08
SMD	6540116	11/14/08

U.S. TRADEMARK APPLICATIONS

MARK	APP. NO.	DATE
SMD SPECIALIZED MEDICAL DEVICES	85131839	9/17/10
SMD	85131836	9/17/10

FOREIGN TRADEMARK APPLICATIONS

MARK
NONE.

APP. NO.

DATE

Schedule 2 to Trademark Security Agreement

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Trademark License Agreement by and between Teleflex Medical Incorporated and Tecomet, Inc.	Teleflex Medical Incorporated And Tecomet, Inc.	[Closing Date]