

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unique Design & Development LLC		08/29/2011	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Merchant Banking, Skandinaviska Enskilda Banken AB (publ), as Security Agent for Senior Finance Parties		
Street Address:	SEB Loans Agency, Structured Finance		
Internal Address:	Scandinavian House, 2 Cannon Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 6XX		
Entity Type:	public company: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3088195	UNIQUE DESIGN	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	050594-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/17/2014		
Total Attachments: 7			
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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of August 29, 2011 is made by the persons listed on the signature page hereof (the “**Grantors**”) in favor of Merchant Banking, Skandinaviska Enskilda Banken AB (publ) (“**Skandinaviska**”) as security agent (in such capacity as Security Agent together with any successor Security Agent appointed pursuant to Clause 16 of the Intercreditor Agreement, the “**Security Agent**”) for the Senior Finance Parties (as defined in the Senior Facilities Agreement referred to below).

WHEREAS, Orchid First Holding AB (the “**Parent**”) and certain subsidiaries of the Parent have entered into the Senior Facilities Agreement dated June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Senior Facilities Agreement**”) with the companies listed in Schedule 1 thereto as Original Borrowers and Original Guarantors, the Security Agent, Skandinaviska, as Facility Agent and Arranger, the banks listed in Schedule 1 thereto as original lenders and the other parties thereto from time to time.

WHEREAS, it is a condition precedent to any obligation of the Senior Finance Parties to make any drawings available under the Senior Facilities Agreement that the Grantors shall have executed and delivered that certain Senior Security Agreement dated as of June 30, 2011 made by the Grantors, among others, to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Senior Finance Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and/or other governmental authorities (as applicable).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Certain Terms. Terms defined in the Senior Facilities Agreement or the Security Agreement and not otherwise defined herein are used herein as defined (or as a definition is attributed thereto) therein.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Senior Finance Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(ii) any trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, any copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, reexaminations, extensions and/or renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Senior Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing (i) the Secured Obligations of any Grantor under this IP Security Agreement include any obligation of such Grantor under the Senior Finance Documents to reimburse any amount in respect of any of the foregoing that any Senior Finance Party, in its sole discretion, may elect to pay or advance on behalf of such Grantor, and (ii) this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Senior Finance Party under the Senior Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy reorganization or similar proceeding involving a Senior Finance Party.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and/or the Commissioner for Trademarks and/or any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.


SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law, without regard to choice of law principles.

[Remainder of page intentionally left blank]


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

ORCHID ORTHOPEDIC SOLUTIONS, LLC

By 
Name: Claes Ekström
Title: Authorized Signatory


Address:
1489 Cedar Street
Holt, MI 48842

UNIQUE DESIGN & DEVELOPMENT LLC

By 
Name: Claes Ekström
Title: Authorized Signatory

Address:
1489 Cedar Street
Holt, MI 48842

UNIQUE INSTRUMENTS, INC.

By 
Name: Claes Ekström
Title: Authorized Signatory

Address:
1489 Cedar Street
Holt, MI 48842

SCHEDULE A

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Orchid Orthopedic Solutions, LLC	COBALT CHROME FORGING OF FEMORAL KNEE IMPLANTS AND OTHER COMPONENTS	USA	Patent App. No. 11/055,553	02/9/2005	Patent No. US 7,168,283 B2	01/30/2007
Orchid Orthopedic Solutions, LLC	VALVE SPRING RETAINER	USA			Patent No. US 6,966,539	Expired 11/22/2009

SCHEDULE B

Grantor	Mark	Country	Reg. No.	Filing Date	Issue Date
Unique Instruments, Inc.	UNIQUE INSTRUMENTS	USA	3,043,687	06/04/2004	01/17/2006
Unique Design & Development LLC	UNIQUE DESIGN	USA	3,088,195	06/08/2004	05/02/2006
Orchid Orthopedic Solutions, LLC	MICRO-PVD	USA	3,228,604	01/07/2005	04/10/2007
Orchid Orthopedic Solutions, LLC	OSSEOMATRIX	USA	3,664,300	10/10/2007	08/04/2009

LW Draft
7/7/2011

SCHEDULE C

None.

NY1827300.3

RECORDED: 09/17/2014

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