

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Autocam Medical Devices LLC		12/01/2014	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	200 Ottawa Ave. NW		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	National Banking Association: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3550650	AUTOCAM MEDICAL	
Registration Number:	3419162	AUTOCAM MEDICAL	
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:	wshield@dickinsonwright.com		
Correspondent Name:	William P. Shield, Jr.		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	7-4225		
NAME OF SUBMITTER:	William P. Shield, Jr.		
SIGNATURE:	/William P. Shield, Jr./		
DATE SIGNED:	01/08/2015		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 1, 2014 by and between Autocam Medical Devices LLC, a Michigan limited liability company (the "Grantor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Lender"), in connection with the Security Agreement referred to below.

Recitals

A. Autocam Medical Devices LLC, a Michigan limited liability company, Southeastern Technology, Inc., a Tennessee corporation, and the Lender are entering into an Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned and granted to the Lender a first-priority security interest in substantially all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), patent applications, patent licenses, Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement and Security Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, the Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first set forth above.

AUTOCAM MEDICAL DEVICES LLC

By: _____

Name: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first set forth above.

AUTOCAM MEDICAL DEVICES LLC

By: _____

Name: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

By: Michelle L. Montague

Name: Michelle L. Montague

Title: Authorized Officer

SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT-AUTOCAM MEDICAL DEVICES, LLC

<u>Mark</u>	<u>Registraton No.</u>	<u>Date of Registration</u>	<u>Country</u>	<u>Status</u>
<u>AUTOCAM MEDICAL</u>	9044900	1/21/2012	China P.R.	Registered
<u>AUTOCAM MEDICAL</u>	8121601	2/24/2009	Community Trademark	Registered
<u>AUTOCAM MEDICAL</u>	830194410	9/4/2012	Brazil	Registered
<u>AUTOCAM MEDICAL</u>	830194371	9/4/2012	Brazil	Registered
<u>AUTOCAM MEDICAL</u>	9044901	5/14/2012	China P.R.	Registered
<u>AUTOCAM MEDICAL AND DESIGN</u>	8122749	2/25/2009	Community Trademark	Registered
<u>AUTOCAM MEDICAL AND DESIGN</u>	830194401	9/4/2012	Brazil	Registered
<u>AUTOCAM MEDICAL AND DESIGN</u>	9044902	1/21/2012	China P.R.	Registered
<u>AUTOCAM MEDICAL AND DESIGN</u>	830194398	9/4/2012	Brazil	Registered
<u>AUTOCAM MEDICAL AND DESIGN</u>	9044903	5/7/2012	China P.R.	Registered
<u>AUTOCAM MEDICAL</u>	3550650	12/23/2008	United States	Registered
<u>AUTOCAM MEDICAL AND DESIGN</u>	3419162	4/29/2008	United States	Registered

SCHEDULE 2 TO PATENT AND TRADEMARK SECURITY AGREEMENT-AUTOCAM MEDICAL
DEVICES, LLC

Appln. Number	Title	Filing Date	Patent/ Application Type	Country	Status	Sub Status
2828730	OPHTHALMIC SURGICAL INSTRUMENT WITH WELDED IRRIGATION TUBE	10/01/2013	Utility Patent Application	Canada	Filed	PENDING
13/757983	OPHTHALMIC SURGICAL INSTRUMENT WITH PRE-SET TIP-TO-SHELL ORIENTATION	02/4/2013	Utility Patent Application	United States	Filed	PENDING

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