FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-30-2000

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U.S. Department of Comm e
Patent and Trademark Office
TRADEMARK

7.31.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other Collateral Assignment

Effective Date Month Day Year: 05-31-00

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 05-31-00

Name: G&D, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Pennsylvania, USA

Receiving Party

[x] Mark if additional names of receiving parties attached (See SCHEDULE I)

Name: Bank of America, N.A., as Administrative Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street, NC1-001-15-04

Address (line 2): Charlotte, North Carolina 28255

Address (line 3): Charlotte (City) North Carolina, USA (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other National Banking Association

[ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

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08/29/2000 MTHAI1 00000147 2218461
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name: Wade M. Kennedy, Esq.

Address (line 1): Smith Helms Mulliss & Moore, LLP

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number: (704) 343-2147

Name: Wade M. Kennedy, Esq.

Address (line 1): Smith Helms Mulliss & Moore, LLP

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 50

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
	2,218,461 -- See EXHIBIT A attached.

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Wade M. Kennedy, Esq.		May 31, 2000
Name of Person Signing	Signature	Date Signed

Exhibit A to
Recordation Form Cover Sheet

TRADEMARKS

Trademark Title	Registration Number	Registration Date
STAR GUIDE	US 2,218,461	01-19-99

SCHEDULE I

The Secured Party is **BANK OF AMERICA, N.A., as Administrative Agent** for the lenders that from time to time are parties to that certain Credit Agreement by and among Medical Device Manufacturing, Inc., as Borrower, and the Lenders (as defined therein), as the same may from time to time be amended, modified or supplemented, amended or restated (the "Credit Agreement"), including without limitation:

1. **BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT**
   101 North Tryon Street, NC1-001-15-04
   Charlotte, North Carolina 28255

2. **FLEET NATIONAL BANK**
   100 Federal Street
   Boston, Massachusetts 02110

3. **DRESDNER BANK AG, NEW YORK BRANCH AND GRAND CAYMAN BRANCH**
   333 South Grand Avenue, Suite 1700
   Los Angeles, California 90071

4. **Any other lender that is from time to time party to the Credit Agreement.**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of May 31, 2000 by **MEDICAL DEVICE MANUFACTURING, INC.**, a Colorado corporation (the "Borrower" and a "Grantor"), and **[EACH OF THE UNDERSIGNED SUBSIDIARIES AND PARENT OF THE BORROWER]** (each a "Grantor" and collectively with the Borrower the "Grantors") in favor of **BANK OF AMERICA, N.A.,** a national banking association organized and existing under the laws of the United States, as administrative agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

WITNESSETH:

WHEREAS, the Secured Parties have agreed to provide to the Borrower certain term loan facilities and a revolving credit facility with a letter of credit sublimit, pursuant to the Credit Agreement dated as of May 31, 2000 among the Borrower, the Agent, Fleet National Bank, as Syndication Agent and as a Lender, Dresdner Bank AG, New York Branch and Grand Cayman Branch, as Documentation Agent and as a Lender, and the other Lenders party thereto (as from time to time amended, revised, modified, supplemented, or amended and restated, the "Credit Agreement"); and

WHEREAS, each Grantor will materially benefit from the Loans and Advances to be made, and the Letters of Credit to be issued, under the Credit Agreement; and

WHEREAS, each Grantor other than the Borrower (the "Guarantors") has entered or will enter into a Facility Guaranty; and

WHEREAS, as collateral security for payment and performance of the Obligations (as defined in the Credit Agreement), the Borrower is willing to grant to the Agent for the benefit of the Secured Parties a security interest in the assets described herein; and

WHEREAS, as collateral security for payment and performance of its obligations under the Facility Guaranty, each Guarantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in the assets described herein; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor is required to enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Parties to enter into the Loan Documents and to make Loans and Advances and issue Letters of Credit and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

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1. **Grant of Security**. Each Grantor hereby grants a security interest in and collaterally assigns to the Agent, for the benefit of the Secured Parties, all of the following (collectively, the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including without limitation the copyrights and copyright applications identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) all license agreements regarding Patents, Trademarks or Copyrights with any other party, whether such Grantor is a licensor or licensee under any such license agreement (including without limitation the licenses listed on Schedule IV attached hereto and incorporated herein by reference), and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses")); and

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(e) all proceeds of any of the foregoing.

In addition, each Grantor has executed in blank and delivered to the Agent an assignment of licenses and federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of Exhibit A hereto. Each Grantor hereby authorizes the Agent to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United States Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

2. **Security for Obligations.** The security interests granted under this Agreement (the "Security Interests") by (a) the Borrower secure the payment of all Obligations (as defined in the Credit Agreement) and (b) each Guarantor secure the payment of the obligations of such Grantor under the Facility Guaranty and each other Loan Document to which such Grantor is or becomes a party (all such Obligations and other obligations being referred to collectively as the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, in other assets of each Grantor pursuant to the other Loan Documents.

3. **Collateral Assignment**. In addition to, and not in limitation of, the grant of the Security Interests in the Patents, Trademarks, Copyrights and Licenses in Section 1 above, each Grantor hereby grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Secured Parties, the Grantor's entire right, title and interest in and to the Patents, Trademarks, Copyrights and Licenses; provided, that such grant, assignment, transfer and conveyance shall become effective only at the election of the Agent after the occurrence of an Event of Default that is continuing at the time of such election. Each Grantor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights and License, the use by the Agent of any of such Patents, Trademarks, Copyrights and Licenses shall be without any liability for royalties or other related charges from the Agent to any Grantor.

4. **Further Assurances.**

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable in the Agent's determination, or that the Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, (ii) perfect the Agent's (for the benefit of the Secured Parties) Security Interest in and assign to the Agent, for the benefit of the Secured Parties, as security for the repayment and satisfaction of the Secured Obligations, all Collateral located in any foreign jurisdiction,

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and (iii) enable the Agent, for the benefit of the Lenders, to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies in the United States and any applicable foreign jurisdiction) such supplements to this Agreement and such financing or continuation statements, or amendments thereto, and such other instruments or notices, including executed IP Assignments, with the Patent and Trademark Office and the Copyright Office, as may be necessary or desirable, or as the Agent, on behalf of the Secured Parties, may reasonably request, in order to perfect and preserve the Security Interests granted hereby.

(b) Each Grantor hereby authorizes the Agent, on behalf of the Secured Parties, upon the occurrence and during the continuation of an Event of Default, to file, where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent, on behalf of the Secured Parties, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent, on behalf of the Secured Parties, may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it have or obtain an ownership interest in any United States or foreign patent or patent application that is not now identified on Schedule I, any trademark or trademark application that is not now identified on Schedule II or any copyright or copyright application that is not now identified on Schedule III or any license agreement in respect of any patent, trademark or copyright that is not now identified on Schedule IV: (i) the provisions of this Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; (ii) such Grantor shall, within three months after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Agent, (B) with respect to Trademarks and Patents, cause such Trademarks and Patents to be properly registered with the Patent and Trademark Office, (C) with respect to Copyrights, cause such Copyrights to be registered with the Copyright Office and (D) with respect to Patents, Trademarks, Copyrights and Licenses, prepare, execute and file in the Patent and Trademark Office, the Copyright Office or in the equivalent agencies in any foreign jurisdiction, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Agent, on behalf of the Secured Parties, reasonably requests in order to perfect the Security Interest of the Agent, on behalf of the Secured Parties, therein. Each Grantor authorizes the Agent, on behalf of the Secured Parties, to execute and file such a document in the name of such Grantor if such Grantor fails to do so.

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(e) Each Grantor agrees that should any of its Subsidiaries (other than a corporation which is a party hereto and whether now or hereafter existing) obtain any ownership interest in any United States or foreign intellectual property of a nature that would be Collateral hereunder if owned by such Grantor, such Grantor shall either cause such corporation (i) to become a party hereto and a party to a Facility Guaranty and other Security Instruments in accordance with Section 9.19 of the Credit Agreement, or (ii) to transfer and assign all such corporation's ownership interests therein to such Grantor, whereupon the provisions of subsection (d) of this Section 4 shall be applicable thereto.

(f) Each Grantor agrees: (i) to take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral and to maintain each patent, trademark or copyright now or hereafter included in the Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition and infringement proceedings; (ii) to take corresponding steps with respect to material unpatented inventions on which such Grantor is now or hereafter becomes entitled to seek protection; (iii) to bear any expenses incurred in connection with such activities; and (iv) not to abandon any right to file a material patent application, or abandon any material pending application with respect to any of the Collateral, without the prior written consent of the Agent.

(g) No Grantor shall do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, except where such dedication or abandonment (i) will not materially adversely affect the business, condition (financial or otherwise), operations, performance, or properties of such Grantor individually or of such Grantor and its Subsidiaries taken as a whole, and (ii) is in the ordinary course of such Grantor's business. Each Grantor agrees to notify the Agent promptly and in writing if it learns that any of the Collateral may become abandoned or dedicated or of any adverse determination or any development (including without limitation the institution of any proceeding in the Patent and Trademark Office, the Copyright Office or in the equivalent agencies in any foreign jurisdiction, or any court) regarding any material part of the Collateral.

(h) Each Grantor agrees that in the event that any of the Collateral as to which it has granted the Security Interests is infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and shall take all reasonable steps to terminate the infringement or misappropriation, and take such other actions as such Grantor shall deem appropriate under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

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(i) Each Grantor agrees to maintain the quality of any and all products in connection with which the Collateral is used, consistent with the quality standards established by such Grantor for said products as of the date of determination.

(j) Each Grantor agrees that it will promptly correct any defect or error that may be discovered in this Agreement, any document executed pursuant hereto or the execution, acknowledgment or recordation thereof.

(k) Each Grantor shall continue to mark its products according to statute with the numbers of all appropriate Patents.

5. **General Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It has the unqualified right to enter into this Agreement and to perform its terms.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by such Grantor of the Security Interests granted hereby (excluding such licenses which, by their terms, required the consent of the licensor to assign the license but as to which such Grantor represents and warrants such consent has been made in writing, copies of which have been delivered to the Secured Parties) or for the execution, delivery or performance of this Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for the filing of this Agreement with the Patent and Trademark Office, the Copyright Office and with the equivalent offices in any foreign jurisdiction with respect to each Trademark, and the filings required by the Uniform Commercial Code of the State in which such Grantor maintains its chief executive office, and except to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) Set forth on Schedule IV is a list, which is complete and accurate in all material respects as of the date hereof, of Licenses of such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations or materially used in the selling or marketing of such Grantor's products, including the expiration date of such Licenses.

(d) Each License of such Grantor identified on Schedule IV is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid and enforceable. No action or proceeding is pending or threatened seeking to limit, cancel or question the validity of Collateral.

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(e) It has notified the Agent in writing of all uses of any Patent, Trademark or Copyright, prior to such Grantor's use, of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the goodwill of the business connected with such item.

(f) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person, nor allowed any shop right to arise with respect to any third person, with respect to any part of the Collateral.

(g) Its products have been marked as required by statute with respect to the Collateral.

(h) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the Collateral.

(i) Except as disclosed to the Lenders in writing prior to the date of this Agreement, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would preclude such Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person), or materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary that is likely to be made.

(j) Such Grantor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any Collateral, and has taken all steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality.

(k) None of such Grantor's Subsidiaries (except to the extent that such Subsidiaries are also Grantors hereunder or grantors under any other Security Instrument relating to such property) has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration or any other intellectual property of a nature that would be Collateral hereunder if owned by such Grantor.

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(l) No claim has been made (and, as to Collateral with respect to which such Grantor is a licensor, to the knowledge of such Grantor, no claim has been made against the third party licensee), and such Grantor has no knowledge of any claim that is likely to be made, that the use by such Grantor of any Collateral does or may violate the rights of any Person.

6. **Patent Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule I hereto, free and clear of any Lien, security interest, option, charge, pledge, assignment (whether conditional or not), or any other encumbrance except for the security interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV and no financing statement or other instrument similar in effect covering all or any part of such Collateral is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule I is a list of all of the Patents owned by such Grantor necessary for the conduct of its business as currently conducted or utilized in such Grantor's operations or used in the selling or marketing of such Grantor's products.

(c) Each Patent of such Grantor identified on Schedule I hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of such Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as not to become improperly abandoned.

7. **Trademark Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV. No financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties.

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(b) Set forth on Schedule II is a list of all of the Trademarks owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations or used in the selling or marketing of such Grantor's products.

(c) Each Trademark of such Grantor identified on Schedule II is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

8. **Copyright Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described on Schedule IV. No effective financing statement or other instrument similar in effect covering all or any part of the Copyrights purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Copyright Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule III is a list of all of the Copyrights owned by such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's operations or materially used in the selling or marketing of such Grantor's products.

(c) Each Copyright of such Grantor identified on Schedule III is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable.

9. **Transfers and Other Liens.** No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Credit Agreement, except that any Grantor may license the Collateral (i) in the ordinary course of such Grantor's business, provided that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale of assets in compliance with the Credit Agreement, provided that such license shall be on terms

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reasonably expected to maximize the gain to such Grantor resulting from the granting of such license. The Agent, for the benefit of the Secured Parties, shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Collateral, provided that the Agent shall not be required to do anything that may, in the sole judgment of the Agent, adversely affect the validity of the Security Interests or the assignment of the Collateral located in any foreign jurisdiction;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the Security Interests created by this Agreement; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Agent for the benefit of the Secured Parties.

10. **Agent Appointed Attorney-in-Fact.** Without limiting any other provision of this Agreement, upon the occurrence and during the continuance of an Event of Default, each Grantor hereby irrevocably appoints the Agent, for the benefit of the Secured Parties, as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Secured Parties, with respect to any of the Collateral; and

(d) to execute, in connection with the sale provided for in Section 13 hereof, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

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11. **Agent May Perform.**

(a) If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 14(b) hereof to the fullest extent permitted by applicable law.

(b) The Agent or its designated representatives shall have the right to the extent reasonably requested and upon reasonable prior notice, at any reasonable time during normal business hours of such Grantors and from time to time, to inspect the Grantors' premises and to examine the Grantors' books, records and operations relating to the Collateral.

12. **The Agent's Duties.** The powers conferred on the Agent, for the benefit of the Secured Parties, hereunder are solely to protect the interest of the Secured Parties in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, neither the Agent nor any Lender shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Each Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such party accords its own similar property.

13. **Remedies Upon Acceleration Event.** If an Event of Default shall have occurred and be continuing:

(a) The Agent, for the benefit of the Secured Parties, may exercise in respect of the Collateral of any defaulting Grantor, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code as in effect in the State of New York (the "UCC") and also may (i) exercise any and all rights and remedies of such Grantor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment, (ii) require such Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents embodying such Collateral as directed by the Agent and make it available to the Agent, for the benefit of the Secured Parties, at a place to be designated by the Agent that is reasonably convenient to both the Agent and such Grantor, (iii) occupy any premises owned or leased by such Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under applicable law, without obligation to such Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, and (v) without notice except as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such

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other terms as the Agent may deem commercially reasonable. Each Grantor agrees that at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any defaulting Grantor under or in connection with any of such Collateral shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall be immediately paid over to the Agent, for the benefit of the Secured Parties, in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Collateral of any defaulting Grantor, and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of such Collateral may, in the discretion of the Agent, be held by the Agent, for the benefit of the Secured Parties, as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 14 hereof) for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations, in such order set forth in Section 11.5 of the Credit Agreement. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the UCC).

14. **Indemnity and Expenses.**

(a) Each Grantor agrees to indemnify each of the Secured Parties from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement that are incurred thereby (including without limitation enforcement of this Agreement), except claims, losses or liabilities directly resulting from such Secured Party's gross negligence or willful misconduct. The agreements in this subsection (a) shall survive repayment of all Secured Obligations, termination or expiration of this Agreement in any manner, including but not limited to termination in accordance with Section 28 hereof, and occurrence of the Facility Termination Date.

(b) Each Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Secured Parties, may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

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15. **Absolute Rights and Obligations.** All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to any Borrower in any form including credit by way of loan, purchase of assets, guarantee or otherwise, which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(b) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any such collateral or guarantees, or any non-perfection of any such collateral, or any consent to departure from any such guaranty;

(c) any manner of application of collateral, or proceeds thereof, securing payment or enforcement of all or any of the Secured Obligations, or the manner of sale of any such collateral;

(d) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of any Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(e) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of any Grantor or any guarantor, or of any collateral for the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or guarantor in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(f) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, any Grantor or any guarantor.

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The granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of any Grantor or otherwise, all as though such payment had not been made.

16. **Waiver.** Each Grantor hereby waives (to the extent permitted by applicable law) presentment for payment, demand, protest, promptness, diligence, notice of acceptance, notice of protest, notice of demand, notice of default or dishonor, notice of payment or non-payment, and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that the Secured Parties protect, secure, perfect or insure any Security Interest or any Collateral subject thereto or exhaust any right or take any action against any Grantor or any other Person (including without limitation any guarantor) or any collateral securing payment of the Secured Obligations (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments).

17. **Subrogation.** Each Grantor further agrees with respect to this Agreement that it shall have no right of subrogation, reimbursement or indemnity, nor any right of recourse to security for the Secured Obligations. This waiver is expressly intended to prevent the existence of any claim in respect to such reimbursement by any Subsidiary Grantor against the estate of any Borrower within the meaning of Section 101 of the Bankruptcy Code, and to prevent any Subsidiary Grantor from constituting a creditor of any Borrower in respect of such reimbursement within the meaning of Section 547(b) of the Bankruptcy Code in the event of a subsequent case involving such Borrower. If an amount shall be paid to any Grantor on account of such subrogation rights at any time prior to termination of this Agreement in accordance with the provisions of Section 28 hereof, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Agent, for the benefit of the Secured Parties, to be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement.

18. **Amendments.** No amendment or waiver of any provision of this Agreement nor consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. **Continuing Security Interest; Assignments Under the Credit Agreement**

(a) This Agreement shall create a continuing Security Interest in the Collateral and shall remain in full force and effect until terminated in accordance with the provisions of Section 28 hereof.

(b) Except as permitted by the Credit Agreement, no Grantor shall sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this Agreement without the prior written consent of the Agent to such sale, lease, transfer or other disposition.

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(c) Upon the termination of this agreement in accordance with Section 28 hereof, the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantors, and this Agreement and all obligations of the Grantors hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this Agreement, the Agent shall reassign and redeliver such Collateral then held by or for the Secured Parties and execute and deliver to each Grantor such documents as it shall reasonably request to evidence such termination.

20. **Additional Collateral.** If any Grantor shall acquire or hold any additional Patents, Trademarks, Copyrights or Licenses not listed on Schedules I, II, III or IV hereto (any such Patents, Trademarks, Copyrights or Licenses being referred to herein as the "Additional Collateral"), such Grantor shall promptly deliver to the Agent for the benefit of the Secured Parties (i) a revised Schedule I, II, III or IV hereto, as applicable, reflecting the ownership and pledge of such Additional Collateral and (ii) an Intellectual Property Security Agreement Supplement in the form of Exhibit B hereto with respect to such Additional Collateral duly completed and signed by such Grantor. Each Grantor shall comply with the requirements of this Section 20 concurrently with the acquisition of any such Additional Collateral.

21. **Definitions.** All terms used herein unless otherwise defined herein or in the Credit Agreement shall be defined in accordance with the appropriate definitions appearing in the Uniform Commercial Code in effect in New York, and such definitions are hereby incorporated herein by reference and made a part hereof.

22. **Entire Agreement.** This Agreement, together with the Credit Agreement and the other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than as provided in the Credit Agreement.

23. **Further Assurances.** Each Grantor agrees at its own expense to do such further acts and things, and to execute and deliver such additional conveyances, assignments, financing statements, agreements and instruments, as the Agent may at any time reasonably request in connection with the administration or enforcement of this Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto the Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder. Each Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of the Agent, on behalf of the Secured Parties, to exercise its rights hereunder with respect to the Collateral, notwithstanding any other

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notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to any of such issuers or obligors.

24. **Binding Agreement; Assignment.** This Agreement, and the terms, covenants, conditions, rights and remedies hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, legal representatives, successors and assigns; provided, however, that no Grantor shall be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Agent as Collateral under this Agreement, without the prior written consent of the Agent. Without limiting the generality of the foregoing sentence of this Section 24, any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article XII thereof (concerning the Agent) and Section 13.1 thereof concerning assignments and participations. All references herein to the Agent shall include any successor thereof, each Lender and any other obligees from time to time of the Secured Obligations.

25. **Swap Agreements.** All obligations of any Borrower under Swap Agreements to which any Lender or its affiliates are a party shall be deemed to be Secured Obligations secured hereby, and each Lender or affiliate of a Lender party to any such Swap Agreement shall be deemed to be a Secured Party hereunder.

26. **Severability.** If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

27. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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.

28. **Termination.** This Agreement and all obligations of each Grantor hereunder shall terminate on the Facility Termination Date (except for obligations of any Grantor that expressly survive such termination under the respective provisions of this Agreement).

29. **Remedies Cumulative**. All remedies hereunder are cumulative and are not exclusive of any other rights and remedies of the Agent or any Lender provided by law or under the Credit Agreement, the other Loan Documents, or other applicable agreements or instruments. The making of the Loans to, and issuing of Letters of Credits for the benefit of, any Borrower

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pursuant to the Credit Agreement shall be conclusively presumed to have been made or extended, respectively, in reliance upon the each Grantor's grant of a Security Interest in the Collateral pursuant to the terms hereof.

30. **Notices.** Any notice required or permitted hereunder shall be given, (a) with respect to each Grantor, at the address of the Borrower indicated in Section 13.2 of the Credit Agreement and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Section 13.2 of the Credit Agreement. All such notices shall be given and shall be effective as provided in Section 13.2 of the Credit Agreement.

31. Governing Law; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE NOTWITHSTANDING ITS EXECUTION AND DELIVERY OUTSIDE SUCH STATE.

(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE IN, OR TO THE EXERCISE OF JURISDICTION OVER IT AND ITS PROPERTY BY ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) EACH GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF THE BORROWER PROVIDED BY SECTION 13.2 OF THE CREDIT AGREEMENT, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF NEW YORK.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE ANY SECURED PARTY FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS

TRADEMARK
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AGREEMENT OR ANY OTHER LOAN DOCUMENT IN THE COURTS OF ANY PLACE WHERE ANY GRANTOR OR ANY OF SUCH GRANTOR'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, OBJECTION TO THE EXERCISE OF JURISDICTION OVER IT AND ITS PROPERTY BY ANY SUCH OTHER COURT OR COURTS WHICH NOW OR HEREAFTER MAY BE AVAILABLE UNDER APPLICABLE LAW.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH GRANTOR AND THE AGENT ON BEHALF OF THE SECURED PARTIES HEREBY AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PERSON MAY HAVE TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

[Signature pages follow]

TRADEMARK
REEL: 002127 FRAME: 0232

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

GRANTORS:

MEDICAL DEVICE MANUFACTURING, INC.

By: _____
Name: Eric Pollock
Title: President and Chief Executive Officer

MDMI HOLDINGS, INC.

By: _____
Name: Eric Pollock
Title: President and Chief Executive Officer

MEDICAL ENGINEERING RESOURCES, LTD.

By: _____
Name: Eric Pollock
Title: President and Chief Executive Officer

NOBLE-MET, LTD.

By: _____
Name: Eric Pollock
Title: Vice President and Assistant Secretary

G&D, INC.

By: _____
Name: Eric Pollock
Title: President and Chief Executive Officer

UTI ACQUISITION CORP.

By: _____
Name: Bruce L. Rogers
Title: Vice President and Assistant Secretary

UTI CORPORATION

By: _____
Name: Bruce L. Rogers
Title: Vice President and Assistant Secretary

SPECTRUM MANUFACTURING, INC.

By: _____
Name: Bruce L. Rogers
Title: Vice President and Assistant Secretary

AGENT:

BANK OF AMERICA, N.A., as Agent for the Secured Parties

By: _____
Name: Janet Jarrett
Title: Principal

TRADEMARK
REEL: 002127 FRAME: 0234

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared ERIC POLLOCK to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT & CEO of Medical Device Manufacturing, Inc., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ERIC POLLOCK acknowledged said instrument to be the free act and deed of said corporation.

NOTARY SEAL

NOTARY PUBLIC BREE EDDY STATE OF COLORADO

Bree Eddy
Notary Public
My commission expires: 7-12-2000

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared ERIC POLLOCK to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT & CEO of MDMI Holdings, Inc., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ERIC POLLOCK acknowledged said instrument to be the free act and deed of said corporation.

NOTARY SEAL

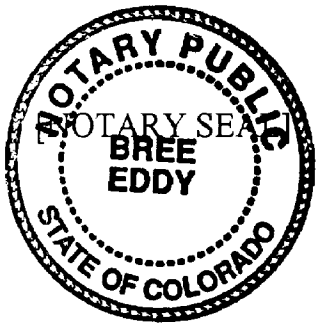
NOTARY PUBLIC BREE EDDY STATE OF COLORADO

Bree Eddy
Notary Public
My commission expires: 7-12-2000

TRADEMARK
REEL: 002127 FRAME: 0235

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared ERIC POLLOCK to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT & CEO of Medical Engineering Resources, Inc., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ERIC POLLOCK acknowledged said instrument to be the free act and deed of said corporation.

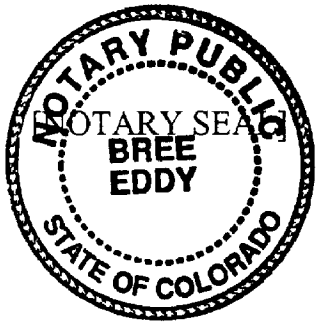


[NOTARY SEAL]

Bree Eddy
Notary Public
My commission expires: 7-12-2000

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared ERIC POLLOCK to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT & CEO of Noble-Met, Ltd., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ERIC POLLOCK acknowledged said instrument to be the free act and deed of said corporation.



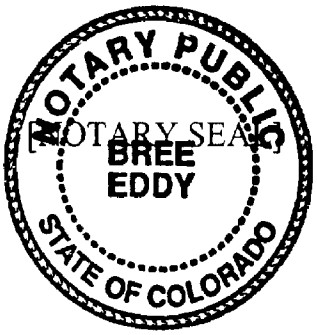
[NOTARY SEAL]

Bree Eddy
Notary Public
My commission expires: 7-12-2000

TRADEMARK
REEL: 002127 FRAME: 0236

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared ERIC POLLOCK to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT: CEO of G&D, Inc., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ERIC POLLOCK acknowledged said instrument to be the free act and deed of said corporation.

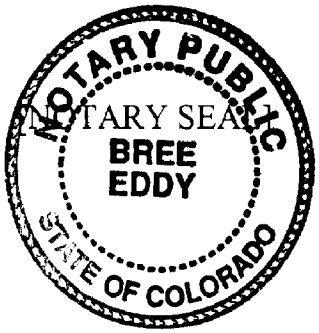


[NOTARY SEAL]

Bree Eddy
Notary Public
My commission expires: 7-12-2000

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared BRUCE ROGERS to me known personally, and who, being by me duly sworn, deposes and says that he is the VP: ASST SECRETARY of UTI Acquisition Corp., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said BRUCE ROGERS acknowledged said instrument to be the free act and deed of said corporation.



[NOTARY SEAL]

Bree Eddy
Notary Public
My commission expires: 7-12-2000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 5

\\DE - 80061/4 - #89710 v3

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared BRUCE ROGERS to me known personally, and who, being by me duly sworn, deposes and says that he is the VP, ASST SECRETARY of UTI Corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said BRUCE ROGERS acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC BREE EDDY STATE OF COLORADO

[NOTARY SEAL]

Bree Eddy
Notary Public
My commission expires: 7-12-2000

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared BRUCE ROGERS to me known personally, and who, being by me duly sworn, deposes and says that he is the VP, ASST SECRETARY of Spectrum Manufacturing, Inc., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said BRUCE ROGERS acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC BREE EDDY STATE OF COLORADO

[NOTARY SEAL]

Bree Eddy
Notary Public
My commission expires: 7-12-2000

TRADEMARK
REEL: 002127 FRAME: 0238

STATE OF [COLORADO])
) ss.
COUNTY OF [DENVER])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 31st day of MAY, 2000, personally appeared BRUCE ROGERS to me known personally, and who, being by me duly sworn, deposes and says that s/he is the VP: ASST SECRETARY of Bank of America, N.A., a national banking association, and that foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and said BRUCE ROGERS acknowledged said instrument to be the free act and deed of said national banking association.

NOTARY PUBLIC
BREE EDDY
STATE OF COLORADO

NOTARY SEAL

Bree Eddy
Notary Public
My commission expires: 7-12-2000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

SIGNATURE PAGE 7

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SCHEDULE I

Patents and Patent Applications

Registrations

Patent	Registration No.	Registration Date
UTI Corporation		
Coaxial Cable Low Frequency Band Pass Filter	US 4329667	5/1/82
Coaxial Cable Low Frequency Band Pass Filter	CN 1150786	7/26/83
Coaxial Cable Low Frequency Band Pass Filter	CN 1174304	9/11/84
*Joint between coax cable and component	US 4486726	12/4/84
**Testability System	JP61017967A	1/25/86
Method for controlling properties of metals	CN 1209326	8/12/86
**System for Testing (Testability System - T-Circuit)	Spain 544433	7/16/87
Kinetic Energy Penetrator	CN 1224648	7/28/87
Thermionic Cathode with internal blackening	US 5422536	6/6/95
Thermionic Cathode with continuous wall	US 5729084	3/17/98
Multilayer Composite Tubular Structure	US 5858556	1/12/99

Multilayer Composite Tubular Structure	TW 104017	6/21/99
**Testability System	TW 24986	N/A
**Testability System	South Korea 85-4595	
**Functional/Testability Circuit	US 209809	

Spectrum Manufacturing, Inc.

Apparatus for filtering liquid from an EDM	US 5434381	7/18/95
Process for forming endoscopic shaver blades	US 5676012	10/14/97

G&D, Inc.

Wire straightening and cutting mechanism	US 4391307	7/5/83

*US Patent No. 4,486,726 is assigned to UTI Corporation and Huber & Suhner Ltd. (Herisau, CH).

**UTI Corporation ("UTI") was formerly an equity holder of Logical Solutions Technology, Inc. ("Logical Solutions"), which was engaged in the business of Test Circuits for printed circuit boards. In 1989 UTI divested its entire interest in Logical Solutions and agreed to transfer and assign all intellectual property (denoted above with two asterisks) pertaining to Logical Solutions to Jon Turino. While it was apparently the two companies' intent that all such intellectual property be transferred, proper assignment documents were never prepared and recorded to effectuate the transfer. Accordingly, UTI remains the record owner of such intellectual property. No representation or warranty is made as to the condition of any such intellectual property.

Pending Applications

Patent	Serial No.	Filing Date
UTI Corporation		
Multilayer Composite Tubular Structure	Australia 79984/98	12/3/97
"	Brazil PI 9714324-3	12/3/97
"	Canada 2277841	12/3/97
"	China 97181483.X	12/3/97
"	PCT 97949707.0	12/3/97
"	Hong Kong N/A	12/3/97
"	Israel 130918	12/3/97
"	Japan 10-534340	12/3/97
"	Argentina P980100072	1/7/98
Noble-Met, Ltd.		
Metal composite tube for biomedical applications	09/167,104	10/5/98
Vascular Filter	09/392,907	9/9/99
G&D, Inc.		

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Method and apparatus for centerless grinding	PCT/US97/21593	N/A

SCHEDULE II

Trademarks and Trademark Applications

Registrations

Trademark or Service Mark	Registration No.	Registration Date
UTI Corporation		
KOR-LESS	US 926729	1/11/72
UTITEC	US 1319886	2/12/85
UTI & DESIGN	US 1401860	7/22/86
UNIFORM TUBES, INC.	US 1430544	2/24/87
*T-CIRCUIT	France 1421366	8/3/87
*T-CIRCUIT	Benelux 436529	8/11/87
UTI & DESIGN	UK B1243106	7/13/88
*T-CIRCUIT	Canada 345814	9/30/88
*T-CIRCUIT	Italy 507656	4/14/89
TUBING EXPRESS	Benelux 494383	4/11/91
TUBING EXPRESS	France 1724761	6/6/91
TUBING EXPRESS	UK 1465024	2/17/93
MISCELLANEOUS DESIGN	UK 2000364	2/26/97
MISCELLANEOUS DESIGN	US 2291546	11/9/99
*T-CIRCUIT	Spain 1208125	N/A

*T-CIRCUIT	Great Britain 1317386	Abandoned 4/27/90
*T-CIRCUIT	South Korea 15095/87	N/A
*T-CIRCUIT	Swiss 15095/87	N/A

G&D, Inc.

STAR GUIDE	US 2218461	1/19/99

*UTI Corporation ("UTI") was formerly an equity holder of Logical Solutions Technology, Inc. ("Logical Solutions"), which was engaged in the business of Test Circuits for printed circuit boards. In 1989 UTI divested its entire interest in Logical Solutions and agreed to transfer and assign all intellectual property (denoted above with an asterisk) pertaining to Logical Solutions to Jon Turino. While it was apparently the two companies' intent that all such intellectual property be transferred, proper assignment documents were never prepared and recorded to effectuate the transfer. Accordingly, UTI remains the record owner of such intellectual property. No representation or warranty is made as to the condition of any such intellectual property.

Pending Applications

Trademark or Service Mark	Serial No.	Filing Date
N/A		

Unregistered Marks

UTI Corporation

"TRIPLEX," "SPECTRUM MANUFACTURING INC.," "MICROMED MACHINING INC.," "UNIFORM TUBES – EUROPE," "STENT TECHNOLOGIES," "KLEINER METAL SPECIALTIES," "SMALL PARTS, BIG SOLUTIONS," "SUPER KOR-LESS," "SOLUTIONS

THRU INNOVATION," "THE SINGLE SOURCE SOLUTION," WE'RE WORKING SMALL SO YOU CAN THINK BIG."

Noble-Met, Ltd.

"NOBLE-MET, LTD.," "THE STAT PACK."

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SCHEDULE III

Copyrights

Part I

Copyright Registrations

Title	Number	Copyright Date
UTI Corporation		
Job Catalog RPG Programs SIPLIB	TXu238874	5/17/86
Master management information and control system	TXu169637	6/13/84
The TR-Graphical Interface	TXu561981	4/7/93
*Controllability Circuit	MW1348	8/2/85
*Visibility Circuit	MW1347	8/2/85
*Testability Advisor	TXu252491	7/14/86
*Design to Test	TX2528820	3/14/89

*UTI Corporation ("UTI") was formerly an equity holder of Logical Solutions Technology, Inc. ("Logical Solutions"), which was engaged in the business of Test Circuits for printed circuit boards. In 1989 UTI divested its entire interest in Logical Solutions and agreed to transfer and assign all intellectual property (denoted above with an asterisk) pertaining to Logical Solutions to Jon Turino. While it was apparently the two companies' intent that all such intellectual property be transferred, proper assignment documents were never prepared and recorded to effectuate the transfer. Accordingly, UTI remains the record owner of such intellectual property. No representation or warranty is made as to the condition of any such intellectual property.

Part II

Copyrights Applications

Title	*[Author(s)]*

N/A

SCHEDULE IV

License Agreements

Licenses

10/2/89 "Distribution Agreement" between UTI Corporation and Intech Technology N.V.

12/5/89 License and Royalty Sharing Agreement between UTI Corporation and Jon L. Turino

License and Technical Assistance Agreement between UTI Corporation and eVasc, L.P. (agreement not yet executed)

License and Technical Assistance Agreement between UTI Corporation and eVasc International SRL (agreement not yet executed)

Computer Programs

UTI Corporation (Licensee)

Fourth Shift V6. 103/v7.0
Cway Production Reservation System
Kronos ShopTrac v3.1
Kronos Timekeeper Central
DataLink Systems 4th Shift-KRONOS Interface v3.12
AbraSuite H/R
Lilly Visual Mfg v5.2/v6.0
Lilly Visual Mfg Data Collection
Quest
DataFlex
ADP PC/Payroll v2.54-01
SDRC Core Master
SDRC Surface Set
SDRC 1-DEAS Suite
MasterCam v7.2
Anstat Statistical Process Control
QS9000
Visual SPC
CribMaster 4.30.044
WinCNC

Spectrum Manufacturing, Inc. (Licensee)

Kronos ShopTrac v3.1
Epicor Vantage
ADP PC/Payroll v2.54-01
Applied Stats v4.1
Clientele

EXHIBIT A

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of _____ ___, 2000 by **EACH OF THE UNDERSIGNED** (each a "Grantor" and collectively the "Grantors") in favor of **BANK OF AMERICA, N.A.,** a national banking association organized and existing under the laws of the United States, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

WITNESSETH:

WHEREAS, the Secured Parties have agreed to provide to Medical Device Manufacturing, Inc. (the "Borrower" and a "Grantor") certain term loan facilities and a certain revolving credit facility with a letter of credit sublimit pursuant to the Credit Agreement dated as of _____ ___, 2000 among the Borrower, the Agent, Fleet National Bank, as Syndication Agent and as a Lender, Dresdner Bank AG, New York Branch and Grand Cayman Branch, as Documentation Agent and as a Lender, and the other Lenders party thereto (as from time to time amended, revised, modified, supplemented, or amended and restated the "Credit Agreement"); and

WHEREAS, each Grantor will materially benefit from the Loans and Advances to be made, and the Letters of Credit to be issued, under the Credit Agreement; and

WHEREAS, each Grantor other than the Borrower has entered into a Facility Guaranty; and

WHEREAS, each Grantor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of _____, 2000 pursuant to which each Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Trademarks, Copyrights, Licenses and Patents defined below in order to secure the Obligations (as defined in the Credit Agreement) and each Grantor's obligations under the Guaranty Agreement and the other Loan Documents; and

WHEREAS, each Grantor (a) has adopted and used and is using the trademarks and service marks (the "Trademarks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on Annex I hereto, (b) is the owner of and uses the copyrights, copyright registrations and pending registration applications set forth on Annex II hereto (the "Copyrights"), (c) is a party to and has rights under the licenses and license agreements listed on Annex III hereto (the "Licenses") and (d) is the owner of and uses the patents, patent registrations and pending registration applications set forth on Annex IV hereto

TRADEMARK
REEL: 002127 FRAME: 0251

(the "Patents" and together with the Trademarks, the Copyrights and the Licenses, the "Collateral"); and

WHEREAS, the Agent for the benefit of the Secured Parties desires to acquire the Trademarks, the Copyrights, the Licenses and the Patents and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign, sell and transfer unto the Agent all right, title and interest in and to the Trademarks, Copyrights, Licenses and Patents, together with (i) the registrations of and registration applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, Copyrights, Patents or the registrations thereof or such associated goodwill, and (iv) all rights of each Grantor to enforce all Licenses.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, and notice is hereby given that each Grantor has granted to the Agent, for the benefit of the Secured Parties and the Agent, a first priority security interest in the Collateral to secure the payment and performance in full of all Obligations (as defined in the Credit Agreement) and all obligations of each Grantor under the respective Facility Guaranty and any other Loan Documents.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Agent shall complete this instrument by signing its acceptance of this Assignment below.

Signature page follows.

TRADEMARK
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IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents, Trademarks, Copyrights and Licenses on the day and year first written above.

GRANTORS:

MEDICAL DEVICE MANUFACTURING, INC.

By:_____
Name:_____
Title:_____

[_____]

By:_____
Name:_____
Title:_____

The foregoing assignment of the Patents, Trademarks, Copyrights and Licenses and the registrations thereof and registration applications therefor by the Grantors is hereby accepted as of the ___ day of _____, 2000.

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By: _____
Name: _____
Title: _____

STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this __ day of _____, 2000, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of _____, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
My commission expires:

STATE OF [_____])
) ss.
COUNTY OF [_____])

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this __ day of _____, 2000, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that s/he is the _____ of Bank of America, N.A., a national banking association, and that foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said national banking association.

_____
Notary Public
My commission expires:

TRADEMARK
REEL: 002127 FRAME: 0254

ANNEX I

Registrations
United States Patent and Trademark Office

Trademark or Service Mark	Registration No.	Registration Date

[List chronologically in ascending numerical order]

Pending Applications
United States Patent and Trademark Office

Trademark or Service Mark	Serial No.	Filing Date

[List chronologically in ascending numerical order]

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

Title	*[Author(s)]*	Number	Copyright Date	Registration

Part II

Copyrights Not Registered

Title	*[Author(s)]*

ANNEX III

Licenses

ANNEX IV

Registrations
United States Patent and Trademark Office

Patent	Registration No.	Registration Date

[List chronologically in ascending numerical order]

Pending Applications
United States Patent and Trademark Office

Patent	Serial No.	Filing Date

[List chronologically in ascending numerical order]

EXHIBIT B

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Supplement"), dated as of _____, ____ is made by and between _____, _____ (the "Grantor"), and **BANK OF AMERICA, N.A.,** a national banking association organized and existing under the laws of the United States, as Agent (the "Agent"), for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement dated as of _____ ___, 2000 among the Agent, Fleet National Bank, as Syndication Agent and as a Lender, Dresdner Bank AG, New York Branch and Grand Cayman Branch, as Documentation Agent and as a Lender, the other Lenders party thereto and Medical Device Manufacturing, Inc. (the "Borrower") (as from time to time amended, revised, modified, supplemented, or amended and restated, the "Credit Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Intellectual Property Security Agreement (as defined below).

WHEREAS, the Grantor is required under the terms of the Credit Agreement and that certain Intellectual Property Security Agreement dated as of _____, 2000 by the Grantor in favor of the Agent for the benefit of the Secured Parties (as from time to time amended, revised, modified, supplemented, or amended and restated, the "Intellectual Property Security Agreement") to cause certain intellectual property owned by it and listed on Schedules I, II, III and IV to this Supplement (the "Additional Collateral") to become subject to the Intellectual Property Security Agreement; and

WHEREAS, a material part of the consideration given in connection with and as an inducement to the execution and delivery of the Credit Agreement by the Secured Parties was the obligation of the Grantor to grant a security interest in the assets described herein to the Agent for the benefit of the Secured Parties, whether then owned and not required to be subject to a pledge or subsequently acquired or created; and

WHEREAS, the Secured Parties have required the Grantor to grant to the Agent for the benefit of the Secured Parties a security interest in the Additional Collateral in accordance with the terms of the Credit Agreement and the Intellectual Property Security Agreement;

NOW, THEREFORE, the Grantor hereby agrees as follows with the Agent, for the benefit of the Secured Parties:

1. The Grantor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the Intellectual Property Security Agreement and hereby grants to the Agent for the benefit of the Secured Parties a first priority lien and security interest in the Additional Collateral listed on Schedules I, II, III and IV and all proceeds thereof.

TRADEMARK
REEL: 002127 FRAME: 0259

2. The Grantor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the Intellectual Property Security Agreement. Each of the representations and warranties with respect to Collateral contained in the Intellectual Property Security Agreement is hereby made by the Grantor with respect to the Additional Collateral. Revised Schedules I, II, III and IV to the Intellectual Property Security Agreement reflecting the Additional Collateral are being delivered herewith to the Agent.

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

By:_____
Name:_____
Title:_____

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002127 FRAME: 0260

SCHEDULE I

Patents and Patent Applications

SCHEDULE II

Trademarks and Trademark Applications

SCHEDULE III

Copyrights

SCHEDULE IV

License Agreements