

07-05-2001



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings >>> ▼

To the Honorable Commissioner of F

101767394

attached original documents or copy thereof.

1. Name of conveying party(ies):

The Chase Manhattan Bank  
as collateral agent  
270 Park Avenue  
New York, NY 10017

- Individual(s)
- General Partnership
- Corporation-State NY banking corp.
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment for Termination and Release from Security Agreement
- Merger
- Change of Name

Execution Date: APRIL 30, 2001

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

Name: Wright Medical Technology, Inc.

Internal Address: \_\_\_\_\_

Street Address: 5677 Airline Road

City: Arlington State: TN ZIP: 38002

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware 29 Nov
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75-073,958

B. Trademark registration No.(s)

- 2,022,626
- 2,048,340
- 2,088,122
- 2,204,472

Additional numbers attached?  Yes  No

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

Name: Allen H. Harrison, Jr.

Internal Address: Suite 706

Street Address: 2009 North 14th street

City: Arlington State: VA ZIP: 22201

6. Total number of applications and registrations involved: \_\_\_\_\_

FIVE

7. Total fee (37 CFR 3.41):..... \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Allen H. Harrison, Jr.

Name of Person Signing

Allen H. Harrison, Jr.

Signature

June 26, 2001

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

ONE

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 002323 FRAME: 0564

## **AMENDMENT TO SECURITY AGREEMENT**

This AMENDMENT dated as of April 30, 2001 to that certain Security Agreement dated as of December 20, 1999, recorded as to patents 1/12/2000, Reel/Frame: 010506/0341, and as to trademarks 1/12/2000, Reel/Frame: 002014/0185, is made and entered into by the parties to the aforesaid Security Agreement.

### **WITNESSETH**

WHEREAS, the parties to this Amendment are the parties to that certain Security Agreement dated as of December 20, 1999 ("Security Agreement"), namely, among Wright Medical Technology, Inc. ("Borrower"), Wright Medical Group, Inc., f/k/a Wright Acquisition Holdings, Inc. ("Holdings"), Each Domestic Subsidiary of the Borrower Listed on Schedule I to the aforesaid Security Agreement ("Subsidiary Grantor/Grantors") and The Chase Manhattan Bank ("Chase"), as collateral agent ("Collateral Agent") for the Secured Parties; and

WHEREAS, the Security Agreement was filed and recorded with the Assignment Division of the United States Patent and Trademark Office as to patents 1/12/2000, Reel/Frame: 010506/0341, and as to trademarks 1/12/2000, Reel/Frame: 002014/0185; and

WHEREAS, it has come to the attention of the parties hereto that certain corrections/additions/releases need to be made to the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Security Agreement, and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto add to the Security Agreement in Schedule 3: Wright Medical Technology, Inc. License Agreements, Patent Licenses whereby Wright Medical Technology, Inc. is the Licensee, the following U.S. Patents:

<u>Licensor Name</u>	<u>Date of License</u>	<u>Patent Issue Date</u>	<u>Patent No.</u>
Board of Regents of University of Texas System (to Wright Medical Technology, Inc. by assignment from Dow Corning Wright Corporation, original licensee.)	3/1/1991	12/28/1993	5,274,565
Kevin R. Stone, M.D.	7/13/1995	12/6/1994	5,370,662
Kevin R. Stone, M.D.	7/13/1995	8/22/1995	5,443,482
Board of Regents of the University of Texas System (to Wright Medical Technology, Inc. by assignment from Dow Corning Wright Corporation, original licensee.)	3/1/1991	9/5/1995	5,448,489
Kevin R. Stone, M.D.	7/13/1995	10/20/1998	5,824,011

2. The Parties hereto add to the Security Agreement in Schedule 3: Wright Medical Technology, Inc. License Agreements, Patent Licenses whereby Wright Medical Technology, Inc. is the Licensee, the following U.S. Patent Application:

<u>Licensor Name</u>	<u>Date of License</u>	<u>Date Application filed</u>	<u>Application No.</u>
			09/174,829

3. The parties hereto delete from the Security Agreement in Schedule 4, Patents Owned or Applied for by Wright Medical Technology, Inc., the following U.S. Patent Registration:

- 5,274,565
- 5,370,662
- 5,443,482
- 5,448,489
- 5,824,011

The Chase Manhattan Bank, as collateral agent for the Secured Parties, by the above deletion does terminate and release the entirety of its Security Interest in the aforesaid five (5) U.S. Patent Registrations.

4. The parties hereto delete from the Security Agreement in Schedule 4, Patents Owned or Applied for by Wright Technology, Inc. the following U.S. Patent Application:

09/174,829

The Chase Manhattan Bank, as collateral agent for Secured Parties, by the above deletion does terminate and release the entirety of its Security Interest in the one aforesaid U.S. Patent Application.

5. The parties hereto add to the Security Agreement in Schedule 4, Patents Owned or Applied for by Wright Medical Technology, Inc., the following U.S. Patent Registrations:

4,601,289  
4,714,474  
4,936,854  
5,282,805  
6,059,830

The addition of the aforesaid five (5)U.S. Patent Registrations to the Security Agreement is intended to create in the said five U.S. Patent Registrations a Security Interest and all related right, title and interest under the terms of the Security Agreement in and to The Chase Manhattan Bank, as collateral agent for the ratable benefit of the Secured Parties.

6. The parties hereto add to the Security Agreement in Schedule 4, Patents Owned or Applied for by Wright Technology, Inc., the following U.S. Patent Applications:

<u>Filing Date</u>	<u>Patent Application No.</u>
2/2/1999	09/241,703
6/7/1999	09/327,761
9/1/1999	09/388,093
3/10/2000	09/522,088

The addition of the aforesaid four (4) U.S. Patent Applications to the Security Agreement is intended to create in the said four U.S. Patent Applications a Security Interest and all related right, title and interest under the terms of the Security Agreement in and to The Chase Manhattan Bank, as collateral agent for the ratable benefit of the Secured Parties.

7. The parties hereto delete from the Security Agreement in Schedule 5, Trademarks/Trade Names Owned or Applied for by Wright Medical Technology, Inc., U.S. Trademark Registrations. the following U.S. trademark Registrations:

- 2,022,626
- 2,048,340
- 2,088,122
- 2,204,472

The Chase Manhattan Bank, as collateral agent for the Secured Parties, by the above deletion does terminate and release the entirety of its Security Interest in the aforesaid four (4) U.S. Trademark Registrations.

8. The parties hereto delete from the Security Agreement in Schedule 5, Trademarks/Trade Names Owned or Applied for by Wright Medical Technology, Inc., U.S. Trademark Applications, the following U.S. Trademark Application:

75-073,958

The Chase Manhattan Bank, as collateral agent for the Secured Parties, by the above deletion does terminate and release the entirety of its Security Interest in the aforesaid one (1) U.S. Trademark Application.

**[The remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Security Agreement as of the day and year first above written.

WRIGHT MEDICAL TECHNOLOGY, INC.

by: Jason P. Hood  
Name: JASON P. HOOD  
Title: GENERAL COUNSEL & SECRETARY

MEDICAL GROUP  
WRIGHT ACQUISITION HOLDINGS, INC.  
F/K/A WRIGHT ACQUISITION HOLDINGS, INC.

by: Jason P. Hood  
Name: JASON P. HOOD  
Title: GENERAL COUNSEL & SECRETARY

THE CHASE MANHATTAN BANK,  
as Collateral Agent,

by: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Security Agreement as of the day and year first above written.

WRIGHT MEDICAL TECHNOLOGY, INC.

by: \_\_\_\_\_  
Name:  
Title:

WRIGHT ACQUISITION HOLDINGS, INC.

by: \_\_\_\_\_  
Name:  
Title:

THE CHASE MANHATTAN BANK,  
as Collateral Agent,

by: Stephen P. Rochford  
Name: Stephen P. Rochford  
Title: Vice President