

10-29-02

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Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Symmetry Medical USA, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Delaware)
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association, as
Administrative AgentInternal
Address: One Wachovia CenterStreet Address: 301 South College StreetCity: Charlotte State: NC Zip: 28288-0735

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Financial Institution

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)

B. Trademark Registration No.(s)

2060855

1410348

Additional number(s) attached ☐ Yes ☒ No

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

Name: Elizabeth M. Millican, ParalegalInternal Address: Robinson, Bradshaw & Hinson, P.A.Street Address: 101 N. Tryon Street, Suite 1900City: Charlotte State: NC Zip: 28246

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41) \$65.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Elizabeth M. Millican, Paralegal

Name of Person Signing

Signature

October 25, 2002

Date

Total number of pages including cover sheet, attachments, and documents: _____

5

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT dated September 30, 2002, is made by Symmetry Medical USA Inc., a Delaware corporation (the **"Grantor"**), and Wachovia Bank, National Association (f/k/a First Union National Bank) with offices at One Wachovia Center, 301 South College Street, Charlotte, North Carolina 28288-0735, in its capacity as administrative agent (together with any successor thereto appointed pursuant to the Credit Agreement referred to below, the **"Grantee"**) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement).

The Grantor is party to a Credit Agreement dated as of October 18, 2000 (as amended, supplemented or otherwise modified hereafter from time to time, the **"Credit Agreement"**) with the banks, financial institutions and other institutional lenders from time to time party thereto. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor and the Grantee entered into a Security Agreement dated October 18, 2000 (as amended, supplemented or otherwise modified hereafter from time to time, the **"Security Agreement"**) with the other parties thereto, pursuant to which the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Patent Collateral and Trademark Collateral (each as defined in the Security Agreement) of Grantor whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the patents, patent applications, trademarks and trademark applications listed on Schedule A hereto (the **"Intellectual Property Collateral"**).

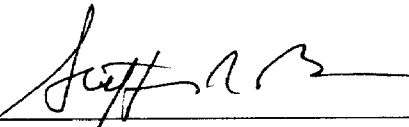
The parties desire to record the Grantor's grant of the security interest in the Patent Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for the ratable benefit of the Secured Parties as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a security interest in all of its right, title, and interest in and to the Intellectual Property Collateral.

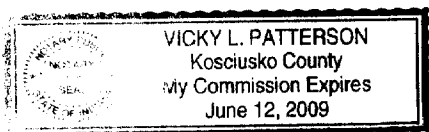
IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

SYMMETRY MEDICAL USA INC.

By: 
Steffan Burns
Chief Executive Officer and President

STATE OF Indiana)
COUNTY OF Kosciusko) SS.

On this 17th day of October, 2002, there appeared before me Steffan Burns, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Symmetry Medical USA Inc.




Notary Public

SCHEDULE A**Intellectual Property Collateral****Trademarks:**

Mark	Country	Application No.	Filing Date	Reg.No.	Reg. Date
Othy Total Instrument Solutions & Design	US	75/062,589	2/26/96	2,060,855	5/13/97
Othy	US	75/565/680	10/28/85	1,410,348	9/23/86

Patents:

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
Sterilization Block with Sliding Lid and Cooperating Graphics	US	08/960,986	10/14/92	5,394,983	3/7/95
Sterilization and Storage Container Tray Including Grommets	US	08/310,567	9/22/94	5,518,115	5/21/96
Sterilization and Storage Container Tray	US	08/355,997	12/14/94	5,490,975	2/13/96
Sterilization and Storage Container	US	388,287	2/14/95	5,595,296	1/21/97
Sterilization and Storage Container	US	677,641	7/9/96	5,690,223	11/25/97
Sterilization and Storage Container System	US	635,287	4/19/96	5,599,512	2/4/97
Sterilization and Storage Container Tray	US	08/794,413	2/5/97	5,843,387	12/1/98
Plastic Clip	US	29/079,956	11/21/97	D402,884	12/22/98
Sterilization and Storage Container Latch	US	976,157	11/21/97	5,887,745	3/30/99
Stacking Sterilization Tray System	US	08/897,458	7/21/97	5,893,618	4/13/99
Surgical Tool Sterilization and Storage Container System	US	08/929,238	9/4/97	5,913,422	6/22/99
Stacking Sterilization Tray System	US	09/240,112	1/29/99	6,164,738	12/16/00
Medical Instrument Sterilization System	US	09/312,126	5/14/99	6,331,280	12/18/01
Process and apparatus for selectively gathering lightweight low density objects	US	07/666,727	3/18/92	5,088,860	2/18/92
Modular Sterilization Tray System for Medical Instruments	US	09/312,125	5/14/99		
Sterilization and Storage Container Tray	US	09/312,127	5/14/99	6,365,115	4/2/02
Surgical Tray Support System	US	09/540,652	3/21/00		
Acetabular Reamer Cup and Method of Producing Same	US	09/008,723	1/19/98	6,001,105	12/14/99
Acetabular Reamer Cup and Method of Producing Same	US	08/473,371	6/7/95	5,709,688	1/20/98
Acetabular Reamer Cup	US	825,992	2/4/86	4,811,632	3/14/89
Acetabular Reamer	US	667,174	3/11/91	5,116,165	5/26/92
Disposable Surgical Cutters	US	858,934	3/27/92	5,299,893	4/5/94
Tool Driver	US	518,523	5/3/90	5,171,312	12/15/92
Tool Driver	US	696,949	5/18/91	5,236,433	8/17/93

Tool Driver	US	858,935 (CIP of 696,951)	3/27/92	5,282,804	2/1/94
Tool Driver	US	08/754,939	11/25/96	5,817,096	10/9/98
Tool Driver	US	09/049,275	3/27/98	5,980,170	11/9/99
Tool Driver	US	696,651	5/8/91	5,171,313	12/15/92
Tool Driver	US	08/083,094 (CIP of 858,935)	6/25/93	5,501,686	3/26/96
Improved Tool Driver and Tools	US	09/366,584 (CIP of 09/049,275)	8/4/99	6,250,858	6/26/01
Surgical Tool Guide and Entry Hole Positioner and Method	US	08/407,216	3/20/95	5,624,447	4/29/97
Surgical Implement Handle Machine	US	08/588,993	1/19/96	5,824,181	10/20/98
Disposable Acetabular Reamer	US	668,926	3/13/91	5,100,267	3/31/92
Shielded Universal Joint, Jointed Tool and Guided Surgical Drill	US	667,180	3/11/91	5,236,289	8/17/93
Patella Cutting System	US	851,504	3/16/92	5,295,992	3/22/94
Perfusion Dilatation Catheter	US	07/937051	8/27/92	5,295,995	3/22/94 EXPIRED
Acetabular Reamer Cup and Method of Producing Same	US	08/840,542	4/22/97	5,709,688	1/20/98
Acetabular Reamer Cup and Method of Producing Same	US	09/374,034	8/13/99		
Improved Tool Driver	US	09/349,381	7/9/99	6,409,732	6/25/02
	US	10/047,946			
	US	09/996,427			