

03-08-2004



Form PTO-1594

(Rev 6-93)

3/5/04

R

TRADEMARKS 102686735

U.S. Department of Commerce
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):

VENUSA, LTD

- Individual(s)
- General Partnership
- Corporation
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: March 28, 2003

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

Name: BANK OF AMERICA, N.A., as Agent

Internal Address: Attn: Laura Clark

Street Address: 100 North Tryon Street

NC1-007-12-06

City: Charlotte State: NC ZIP: 28255

Country: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other Bank

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See attached

B. Trademark No.(s)

See attached

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer Brown, Rowe & Maw LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 6

7. Total fee (37 CFR 3.41): \$165.00

Enclosed (Check No. 2972)

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.

Nora A. Whitescarver
Name of Person Signing

Signature

March 3, 2004
Date

Total number of pages comprising cover sheet and document attachments: 15

03/09/2004 GTON11 00000009 2029658

01 FC:8521
02 FC:8522

40.00 DP
125.00 DP

20626856.1 02008227

TRADEMARK
REEL: 002922 FRAME: 0884

ANNEX I

Registrations
United States Patent and Trademark Office

Trademark
or
Service Mark

Registration No.

Registration Date

None

[List chronologically in ascending numerical order]

Pending Applications
United States Patent and Trademark Office

Trademark
or
Service Mark

Serial No.

Filing Date

None

ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

<u>Title</u>	<u>[Author(s)]</u>	<u>Number</u>	<u>Copyright Date</u>	<u>Registration</u>
None				

Part II

Copyrights Not Registered

<u>Title</u>	<u>[Author(s)]</u>
None	

NCDB01 40079145.2 02008227

NCDB01 40079145.2 02008227

ANNEX IV

Registrations
United States Patent and Trademark Office

<u>Patent</u>	<u>Registration No.</u>	<u>Registration Date</u>
Serial No. 74688081, United States, design , Registered.	2029658	01/14/1997 Renewal due: 01/14/2017
Serial No. 74688079, United States, design , Registered.	2026474	12/31/1996 Renewal due: 12/31/2016
Serial No. 74688077, United States, design , Registered.	2029657	01/14/1997 Renewal due: 01/14/2017
Serial No. 73362402, United States, Stil Ven , Registered.	1257481	11/15/1983 Renewal due: 11/15/2003
Serial No. 73348908, United States, V , Registered.	1252233	09/27/1983 Renewal due: 09/27/2003
Serial No. 73348907, United States, Flu Ven , Registered.	1254446	10/18/1983 Renewal due 10/18/2003

Pending Applications
United States Patent and Trademark Office

<u>Patent</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of March 28, 2003 by **VENUSA, LTD.**, a New York corporation (the "Grantor"), 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 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, the 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, the Grantor has entered into a Facility Guaranty; and

WHEREAS, the Grantor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of March 28, 2003 pursuant to which the 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 the Grantor's obligations under the Guaranty Agreement and the other Loan Documents; and

WHEREAS, the 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 (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, the 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 the Grantor to enforce all Licenses.

The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, and notice is hereby given that the 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 the 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.

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

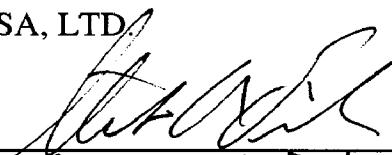
GRANTOR:

VENUSA, LTD

By: _____

Name: _____

Title: _____



Steven A. Roth

Vice President

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 28th day of March, 2003.

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

By: _____

Name: _____

Title: _____

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

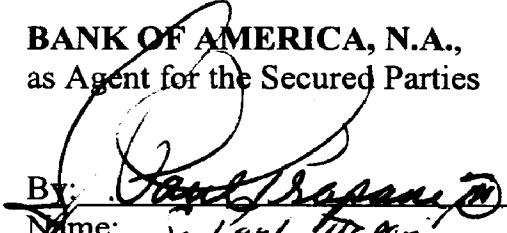
GRANTOR:

VENUSA, LTD.

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 28th day of March, 2003.

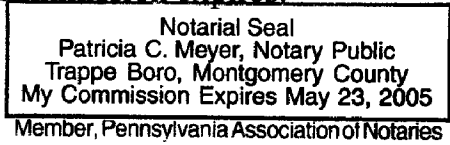
BANK OF AMERICA, N.A.,
as Agent for the Secured Parties

By:  _____
Name: *Joe Paul Stefan* _____
Title: *Managing Director* _____

STATE OF Pennsylvania)
) ss.
COUNTY OF Montgomery)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of May, 2003, personally appeared Stewart Fisher to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Venusa, Ltd., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

Patricia C Meyer
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 _____, 20__, personally appeared Paul Trapani to me known personally, and who, being by me duly sworn, deposes and says that he is the Managing Director 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:


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

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of _____, 2003, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of Venusa, Ltd., 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 North Carolina)
) ss.
COUNTY OF Union)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of March, 2003, personally appeared Paul Trapani to me known personally, and who, being by me duly sworn, deposes and says that he is the Managing Director 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 Paul Trapani acknowledged said instrument to be the free act and deed of said national banking association.



Notary Public
My commission expires: 5/16/05

ANNEX I

Registrations
United States Patent and Trademark Office

Trademark
or
Service Mark

Registration No.

Registration Date

None

[List chronologically in ascending numerical order]

Pending Applications
United States Patent and Trademark Office

Trademark
or
Service Mark

Serial No.

Filing Date

None

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Copyrights Registered with U.S. Copyright Office

<u>Title</u>	<u>[Author(s)]</u>	<u>Number</u>	<u>Copyright Date</u>	<u>Registration</u>
None				

Part II

Copyrights Not Registered

<u>Title</u>	<u>[Author(s)]</u>
None	

ANNEX III

Licenses

Software License and Support Agreement dated January 22, 1999, between Venusa, Ltd. and Baan USA Inc.

Sourcing Agreement dated February 28, 2003 between Venusa, Ltd. and Cedic, s.r.l., an Italian company

ANNEX IV

Registrations
United States Patent and Trademark Office

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