

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	07/09/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enpath Medical, Inc.		07/09/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78336928	ENPATH MEDICAL
Serial Number:	78848610	VIASEAL
Serial Number:	78781949	FLOWGUARD
Serial Number:	78766467	UNISON
Registration Number:	2789721	AXIA RSN
Registration Number:	1592887	MYOPORE
Registration Number:	1612838	FASTAC

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-842-8800
 Email: DCTrademarks@dbr.com
 Correspondent Name: Linda T. Makings

OP \$190.00 78336928

Address Line 1: Drinker Biddle & Reath LLP
Address Line 2: 1500 K Street, N.W., Ste. 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER: 042858/216837

NAME OF SUBMITTER: Linda T. Makings

Signature: /Linda T. Makings/

Date: 12/10/2007

Total Attachments: 3
source=assignment enpath#page1.tif
source=assignment enpath#page2.tif
source=assignment enpath#page3.tif

GRANT OF SECURITY INTEREST

WHEREAS, ENPATH MEDICAL, INC., a Minnesota corporation ("Enpath"), owns all right, title and interest in and to the trademarks and servicemarks listed on Schedule A attached hereto (the "Marks");

WHEREAS, Enpath was acquired by GREATBATCH LTD. (the "Borrower") on June 15, 2007 pursuant to a tender offer and merger and in accordance with the terms of the Credit Agreement dated May 22, 2007 by and among the Borrower, MANUFACTURERS AND TRADERS TRUST COMPANY as the administrative agent (together with its successors and assigns in such capacity, the "Agent") and the Lenders referred to therein, as the same may be amended, restated, modified or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement;

WHEREAS, Enpath is a direct Subsidiary of the Borrower and is required under Section 8.28 of the Credit Agreement to join as a "Grantor" under the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Enpath has granted to the Agent, for the benefit of the Secured Parties (as that term is defined in the Credit Agreement), a security interest in, among other things, all right, title and interest of Enpath in and to the Marks, together with the goodwill of the business symbolized by the Marks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as that term is defined in the Credit Agreement).

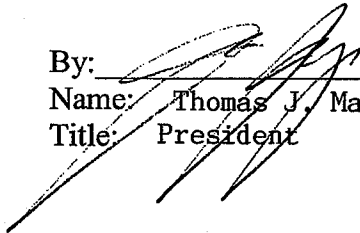
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Enpath does hereby grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Enpath does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Enpath has caused this Grant of Security Interest to be
duly executed by its officer thereunto duly authorized as of the 9th day of July, 2007.

ENPATH MEDICAL, INC.

By: 
Name: Thomas J. Mazza
Title: President

[Signature page to Grant of Security Interest –Trademarks]

SCHEDULE A

Marks

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Date of Application/Registration</u>
ENPATH MEDICAL	78/336,928	12/05/03
AXIA RSN	2,789,721	12/02/03
VIASEAL	78/848,610	3/29/06
FLOWGUARD	78/781,949	12/28/05
UNISON	78/766,467	12/05/05
MYOPORE	1,592,887	4/24/90
FASTAC	1,612,838	9/11/90