

02-26-2008

SUBSTITUTE FORM PTO 1594  
1-31-92

RE



103484701

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):

Greatbatch Ltd

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation - New York  
☐ 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: May 22, 2007

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

Manufacturers and Traders Trust Company  
One M&T Plaza  
Buffalo, NY 14240

- ☐ Individual(s) citizenship: \_\_\_\_\_  
☐ Association: \_\_\_\_\_  
☐ General Partnership: \_\_\_\_\_  
☐ Limited Partnership: \_\_\_\_\_  
☐ Corporation: \_\_\_\_\_  
☐ Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No  
(Designation must be a separate document from Assignment)

Additional name(s) & addresses attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s):

SEE ATTACHED

B. Trademark Reg. No.(s):

SEE ATTACHED

Additional numbers attached ☒ Yes ☐ No

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

Jill Bronson, Esq.  
Drinker Biddle & Reath LLP  
One Logan Square  
18<sup>th</sup> & Cherry Streets  
Philadelphia, PA 19103-6996

Attorney Docket No. 216837

## 6. Total number of applications and registrations involved:

15

## 7. Total fee (37 CFR 3.41)

\$390.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit Account Number:

50-0573

DO NOT USE THIS SPACE

9. 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.

Cheryl L. Slipski

Name of Person Signing

[Signature]  
Signature10/22/07  
DateTotal number of pages including cover sheet, attachments and document: 5

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

Do not detach this portion

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

**Mail Stop Assignment Recordation Services**  
**Director of the United States Patent and Trademark Office**  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

PHIP403540\1

**TRADEMARK**  
**REEL: 003728 FRAME: 0904**

**SCHEDULE A****Marks**

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Date of Application/Registration</u>
NANOQMR	78/904,441	6/9/06
NANOQHR	78/904,437	6/9/06
NANOSVO	78/767,852	12/6/05
GREATBATCH	78/641,844	6/2/05
QHR	3,059,561	2/14/06
QMR	3,136,605	8/29/06
EI ELECTROCHEM	2,912,028	12/21/04
WG	2,683,366	2/4/03
THE POWER TO DO GREAT THINGS	2,615,325	9/3/02
ELECTROCHEM LITHIUM BATTERIES	2,657,146	12/3/02
REVIVE	2,594,691	7/16/02
GREATBATCH	2,103,026	10/7/97
EI (and Design)	1,150,907	4/14/81
WG (and Design)	1,080,853	1/3/78
NANOPOWER	78/949,939	8/11/06

GRANT OF SECURITY INTEREST

WHEREAS, GREATBATCH LTD., a New York corporation ("Grantor"), owns all right, title and interest in and to the trademarks and servicemarks listed on Schedule A attached hereto (the "Marks"); and

WHEREAS, pursuant to a Security Agreement dated May 22, 2007 by and among Grantor, as a Grantor (as defined in the Security Agreement), the other Grantors referred to therein, and MANUFACTURERS AND TRADERS TRUST COMPANY ("M&T"), as the administrative agent (together with its successors and assigns in such capacity, the "Agent") (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to the Agent, for the benefit of the Secured Parties (as that term is defined in the Credit Agreement dated the date hereof by and among Grantor, 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"), a security interest in, among other things, all right, title and interest of Grantor 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, Grantor does hereby grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

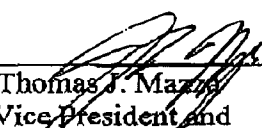
Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference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

[signature page follows]

PHIP542845

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 22<sup>nd</sup> day of May, 2007.

GREATBATCH LTD.

By:   
Name: Thomas J. Mazza  
Title: Vice President and  
Chief Financial Officer

*[Signature page to Grant of Security Interest -Trademarks]*

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