

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                            |
|----------------------------------|--|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                            |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                            |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>         |
| Tecomet Inc.                     |  | 09/26/2008            | CORPORATION: MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                            |
| <b>Name:</b>                     | CIT HEALTHCARE LLC, AS AGENT   |                       |                            |
| <b>Street Address:</b>           | 305 Fellowship Rd  |                       |                            |
| <b>Internal Address:</b>         | Suite 300  |                       |                            |
| <b>City:</b>                     | Mount Laurel   |                       |                            |
| <b>State/Country:</b>            | NEW JERSEY   |                       |                            |
| <b>Postal Code:</b>              | 08054  |                       |                            |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY:   |                       |                            |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                            |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>      | 2509987  | TECOTEX               |                            |
| <b>Serial Number:</b>            | 77362517   | TECOMET               |                            |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                            |
| <b>Fax Number:</b>               | (617)526-9899  |                       |                            |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                            |
| <b>Phone:</b>                    | 6175269628   |                       |                            |
| <b>Email:</b>                    | cslattery@proskauer.com  |                       |                            |
| <b>Correspondent Name:</b>       | Christine Slattery   |                       |                            |
| <b>Address Line 1:</b>           | Proskauer Rose LLP   |                       |                            |
| <b>Address Line 2:</b>           | One International Place  |                       |                            |
| <b>Address Line 4:</b>           | Boston, MASSACHUSETTS 02110  |                       |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 61710/038  |                       |                            |
| <b>NAME OF SUBMITTER:</b>        | Christine Slattery   |                       |                            |

CH \$65.00 2509987

|   |                      |
|---|----------------------|
| Signature:  | /Christine Slattery/ |
| Date:   | 09/30/2008           |
| <b>Total Attachments: 7</b><br>source=Tecomet TM SA#page1.tif<br>source=Tecomet TM SA#page2.tif<br>source=Tecomet TM SA#page3.tif<br>source=Tecomet TM SA#page4.tif<br>source=Tecomet TM SA#page5.tif<br>source=Tecomet TM SA#page6.tif<br>source=Tecomet TM SA#page7.tif |                      |

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 26th day of September, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "Grantor"), and **CIT HEALTHCARE LLC**, in its capacity as Agent for the Lender Group (together with its successors, "*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "*Credit Agreement*") by and among **REGIMENT CAPITAL SPECIAL SITUATIONS FUND IV, L.P.** ("*Regiment*") and the other lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "*Lender*" and collectively as the "*Lenders*"), the Agent, CIT as lead arranger, **CHT ACQUISITION CORP.**, a Delaware corporation ("*Parent*"), and **CHT ACQUISITION SUB CORP.**, a Delaware corporation ("*Borrower*" or "*Merger Sub*"; it being understood that from and after the consummation of the Tecomet Merger, **TECOMET INC.**, a Massachusetts corporation ("*Tecomet*") will be a Borrower under the Credit Agreement and shall be deemed to be the "Borrower" and a "Grantor" for all purposes hereof and of the Security Agreement), the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses (other than Trademark Intellectual Property Licenses that constitute Excluded Collateral) to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain ownership rights to any new registered Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall provide notice to the Agent in the certificate next delivered to the Agent and Initial Lenders along with the monthly financial statements pursuant to the terms of Section 5.1(a) of the Credit Agreement, with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural and the terms "includes" and "including" are not limiting. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

GRANTORS:

CHT ACQUISITION CORP.

By: Brandon White  
Name: Brandon White  
Title: President

CHT ACQUISITION SUB CORP.

By: Brandon White  
Name: Brandon White  
Title: President

From and after the consummation of the Tecomet Merger:

TECOMET INC.

By: \_\_\_\_\_  
Name:  
Title:

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003862 FRAME: 0141

GRANTORS:

CHIT ACQUISITION CORP.

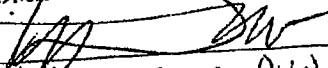
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHIT ACQUISITION SUB CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

From and after the consummation of the Tecomet Merger:

TECOMET INC.

By:   
Name: William C. Dwyer  
Title: President / CEO

[TRADEMARK SECURITY AGREEMENT]

**ACKNOWLEDGED AND  
ACCEPTED BY:**

**CIT HEALTHCARE LLC, as Agent**

By: *Lela M. Meher*  
Name: *Lela M. Meher*  
Title: *Director*

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 003862 FRAME: 0143**



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| <b>Grantor</b> | <b>Country</b>   | <b>Mark</b> | <b>Application/<br/>Registration No.</b> | <b>App/Reg Date</b> |
|----------------|--|-------------|--|---------------------|
| Tecomet        | European Union<br>Office for<br>Harmonization in<br>the Internal<br>Market, Trade<br>Marks and Designs | SCRATCH-FIT | 002693075                                | October 9, 2003     |
| Tecomet        | USA  | TECOMET     | 77/362,517                               |                     |
| Tecomet        | European Union<br>Office for<br>Harmonization in<br>the Internal<br>Market, Trade<br>Marks and Designs | TECOMET     | 006585541                                |                     |
| Tecomet        | USA  | TECOTEX     | 2,509,987                                |                     |
| Tecomet        | European Union<br>Office for<br>Harmonization in<br>the Internal<br>Market, Trade<br>Marks and Designs | VIATEX      | 002734358                                | March 23, 2004      |

Trade Names

1. Viasys Orthopedics
2. Cardinal Health 204, Inc.
3. Tecomet Precision Technologies

Common Law Trademarks

1. MicroMesh.
2. Tecomesh.
3. TecoPlate.
4. Trabeculite.

Trademarks Not Currently In Use

None

Trademark Licenses

None

LIBC/3393261.1

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