

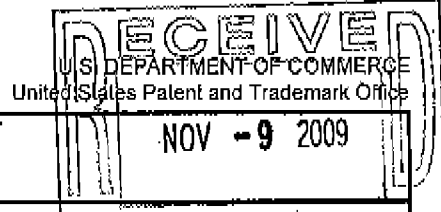
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Form PTO-1594 (Rev. 01-09)
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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

UCA, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Tennessee

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Symmetry Medical USA, Inc.

Internal Address: _____

Street Address: 3724 N. State Road 15

City: Warsaw

State: Indiana

Country: USA Zip: 46582

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 1, 2009

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2793721

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Serial Number 76350635

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

Name: Alisa J. Pearson

Internal Address: _____

Street Address: 215 E. Berry Street

City: Fort Wayne

State: Indiana Zip: 46802

Phone Number: 260-423-8932

Fax Number: 260-423-8920

Email Address: alpj@barrettllaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/13/2009 NJAMA1 08000030 2793721

Deposit Account Number _____

Authorized User Name _____

40.00 TP

9. Signature:

Signature

November 3, 2009

Date

Alisa J. Pearson, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**AGREEMENT AND PLAN OF MERGER
OF
UCA, LLC (TN)
WITH AND INTO
SYMMETRY MEDICAL USA, INC. (DE)**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated effective the 1st day of November, 2009, is by and between SYMMETRY MEDICAL USA, INC., a Delaware corporation (the "Surviving Company"), and UCA, LLC, a Tennessee limited liability company (the "Merging Company") (together with the Surviving Company, the "Constituent Entities"), and is entered into pursuant to the provisions of Title 8, Chapter 1, Section 251 of the Delaware Code (the "Delaware Merger Provisions") and Title 48 of Chapter 244 of the Tennessee Code Annotated (the "Tennessee Merger Provisions").

RECITALS

WHEREAS, the Merging Company is a member-managed limited liability company duly organized and existing under the laws of the State of Tennessee; and

WHEREAS, the Surviving Company is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, the sole shareholder of the Surviving Company and the sole member of the Merging Company desire for the Merging Company to be merged with and into the Surviving Company to simplify the operating structure of the parties; and

WHEREAS, the sole shareholder of the Surviving Company and the sole member of the Merging Company have determined that it is advisable and in the best interests of the Constituent Entities that the Merging Company be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the applicable laws of the State of Delaware and the State of Tennessee; and

WHEREAS, the sole shareholder of the Surviving Company and the sole member of the Merging Company have approved and adopted this Merger Agreement;

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger (defined below), the Constituent Entities hereby agree as follows:

ARTICLE I

The Merger and Its Effective Time

Section 1.01. The Merger. The Merging Company shall be merged with and into the Surviving Company in accordance with the applicable laws of the State of Delaware and the State of Tennessee (the "Merger").

Section 1.02. Effective Time. The effective time and date of the Merger shall be 12:00 a.m. Eastern Standard Time on November 1, 2009 (the "Effective Time").

Section 1.03. Survival of the Merger. At the Effective Time, the separate existence of the Merging Company shall cease and the Surviving Company shall survive the Merger and continue to be a Delaware corporation.

ARTICLE 2 Certificate of Incorporation

On and after the Effective Time, the **Certificate of Incorporation** of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the **Certificate of Incorporation** of the Surviving Company (the "Surviving Articles") and shall not be amended in any respect by reason of this Merger Agreement, but shall remain subject to amendment by the Surviving Company in accordance with the applicable laws of the State of Delaware and the Surviving Articles.

ARTICLE 3 Manner of Converting and Canceling Equity Units

Section 3.01. Cancellation of Equity Units of Merging Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, all equity units of the Merging Company shall automatically and by operation of law be canceled, and all certificates evidencing ownership of such equity units of the Merging Company, if any, shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 3.02. Issuance of Shares of the Surviving Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, given that the Surviving Company was the sole member of the Merging Company, there will not be an issuance of Shares of the Surviving Company.

ARTICLE 4 Rights

From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all the public and private rights, privileges, immunities and franchises, and be subject to all the public and private restrictions, contracts, liabilities and duties, of each of the Constituent Entities; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Entities shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument to the fullest extent provided in the Delaware Merger Provisions and the Tennessee Merger Provisions; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Entities, shall not revert or be in any way impaired by reason of the Merger.

ARTICLE 5
Liabilities

From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Entities shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Entities shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in place of the Merging Company in such action or proceeding.

ARTICLE 6
Company Acts

From and after the Effective Time, all Company acts, plans, policies, arrangements, approvals and authorizations (collectively, "Company Acts") of the Merging Company, its member, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Company Acts of the Surviving Company.

ARTICLE 7
Further Documents

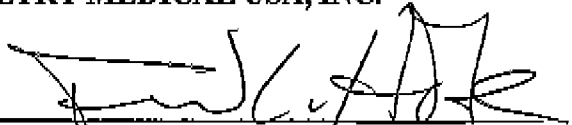
If, at any time prior to the Effective time, the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Company or otherwise to carry out the purposes of the Merger, the Manager, or, its member, as required, of the Merging Company shall execute and make all such proper assignments or assurances and take such other actions; and the sole member of the Surviving Company is hereby authorized, in the name and on behalf of the Merging Company or otherwise, to do any of the foregoing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Surviving Company and the Merging Company have caused this Merger Agreement to be executed, effective as of the Effective Time, on the respective dates signed below.

SYMMETRY MEDICAL USA, INC.

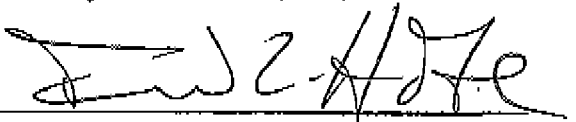
Date signed: 10/26/2009

By: 
Fred L. Hite, CFO

UCA, LLC

By: Symmetry Medical USA, Inc., Sole member

Date signed: 10/26/2009

By: 
Fred L. Hite, CFO