

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCELLENT INC.		01/29/2010	CORPORATION: MARYLAND
ACCELLENT LLC		01/29/2010	LIMITED LIABILITY COMPANY: COLORADO
AMERICAN TECHNICAL MOLDING, INC.		01/29/2010	CORPORATION: CALIFORNIA
BRIMFIELD ACQUISITION, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
BRIMFIELD PRECISION, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
CE HUNTSVILLE, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
G&D, LLC		01/29/2010	LIMITED LIABILITY COMPANY: COLORADO
KELCO ACQUISITION LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
MACHINING TECHNOLOGY GROUP, LLC		01/29/2010	LIMITED LIABILITY COMPANY: TENNESSEE
MEDSOURCE TECHNOLOGIES HOLDINGS, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
MEDSOURCE TECHNOLOGIES PITTSBURGH, INC.		01/29/2010	CORPORATION: DELAWARE
MEDSOURCE TECHNOLOGIES, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
MEDSOURCE TECHNOLOGIES, NEWTON INC.		01/29/2010	CORPORATION: DELAWARE
MEDSOURCE TRENTON LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
MICRO-GUIDE, INC.		01/29/2010	CORPORATION: CALIFORNIA
NATIONAL WIRE & STAMPING, INC.		01/29/2010	CORPORATION: COLORADO
NOBLE-MET LLC		01/29/2010	LIMITED LIABILITY COMPANY: VIRGINIA
PORTLYN, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE

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TRADEMARK

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SPECTRUM MANUFACTURING, INC.		01/29/2010	CORPORATION: NEVADA
THERMAT ACQUISITION, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
UTI HOLDING COMPANY		01/29/2010	CORPORATION: DELAWARE
UTI HOLDINGS, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
VENUSA, LTD.		01/29/2010	CORPORATION: NEW YORK

#### RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Collateral Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3133963	ACCELLENT
Registration Number:	2291546	
Registration Number:	0926729	KOR-LESS
Registration Number:	2843508	TRIPLEX
Registration Number:	2529695	UTI
Registration Number:	2891014	MEDSOURCE
Registration Number:	2746010	MEDSOURCE TECHNOLOGIES
Registration Number:	2746011	MEDSOURCE TECHNOLOGIES
Registration Number:	1801133	CHEMTEX
Registration Number:	2029658	
Registration Number:	2029657	

#### CORRESPONDENCE DATA

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (213) 683-5627  
 Email: nancycheng@paulhastings.com  
 Correspondent Name: Nancy Cheng  
 Address Line 1: Paul, Hastings, Janofsky & Walker LLP

**TRADEMARK**  
**REEL: 004140 FRAME: 0440**

Address Line 2: 515 S. Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 45035-00350

NAME OF SUBMITTER: Nancy Cheng

Signature: /Nancy Cheng/

Date: 01/29/2010

**Total Attachments: 11**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of January 29, 2010, is made by ACCELLENT INC., a Maryland corporation (the "Borrower") and each of the subsidiaries of the Borrower listed on Annex A hereto (each such undersigned subsidiary being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Borrower are referred to collectively, jointly and severally, as the "Grantors"), and WELLS FARGO CAPITAL FINANCE, LLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement, dated as of January 29, 2010 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, WELLS FARGO CAPITAL FINANCE, LLC, as administrative agent (the "Administrative Agent") and as Collateral Agent, and WELLS FARGO CAPITAL FINANCE, LLC, as Lead Arranger and Bookrunner).

W I T N E S S E T H:

WHEREAS, (a) pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower upon the terms and subject to the conditions set forth therein and (b) one or more Lenders or Affiliates of Lenders may from time to time enter into Bank Product Agreements (including Hedge Agreements) with the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of January 29, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby pledges and grants a security interest in, and agrees to assign, transfer and convey, upon demand made upon and during occurrence of an Event of Default, all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Secured Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Credit Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Credit Document. This Agreement is a Credit Document.

7. Governing Law. **THE VALIDITY OF THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER CREDIT DOCUMENT IN RESPECT OF SUCH OTHER CREDIT DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

8. Waiver of Jury Trial. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND THE COLLATERAL AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER CREDIT DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH GRANTOR AND THE COLLATERAL AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

*[signature pages follow]*

[Trademark Security Agreement – ABL]

**TRADEMARK**  
**REEL: 004140 FRAME: 0444**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACCELLENT INC.

By:

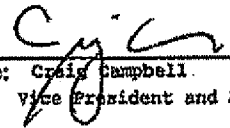
  
Name: Craig Campbell

Title: Vice President and Chief Accounting Officer

[Trademark Security Agreement - ABL]

ACCELLENT LLC  
AMERICAN TECHNICAL MOLDING, INC.  
BRIMFIELD ACQUISITION, LLC  
BRIMFIELD PRECISION, LLC  
CE HUNTSVILLE, LLC  
G&D, LLC  
KELCO ACQUISITION LLC  
MACHINING TECHNOLOGY GROUP, LLC  
MEDSOURCE TECHNOLOGIES HOLDINGS, LLC  
MEDSOURCE TECHNOLOGIES PITTSBURGH, INC.  
MEDSOURCE TECHNOLOGIES, LLC  
MEDSOURCE TECHNOLOGIES, NEWTON INC.  
MEDSOURCE TRENTON LLC  
MICRO-GUIDE, INC.  
NATIONAL WIRE & STAMPING, INC.  
NOBLE-MET LLC  
PORTLYN, LLC  
SPECTRUM MANUFACTURING, INC.  
THERMAT ACQUISITION, LLC  
UTI HOLDING COMPANY  
UTI HOLDINGS, LLC  
VENUSA, LTD.

By:

  
Name: Craig Campbell

Title: Vice President and Assistant Treasurer

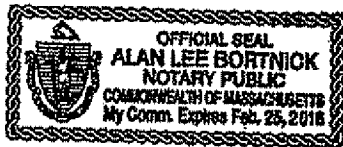
[Trademark Security Agreement - ABL]



ACKNOWLEDGMENT OF BORROWER

STATE OF MASSACHUSETTS )  
 ) ss  
COUNTY OF MIDDLESEX )

On the 26<sup>th</sup> day of JANUARY, <sup>2010</sup>~~2009~~, before me personally came Craig Campbell, who is personally known to me to be the Vice President and Chief Accounting Officer of Accellent Inc., a Maryland corporation; who, being duly sworn, did depose and say that he is the Vice President and Chief Accounting Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



*Alan Lee Bortnick*  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

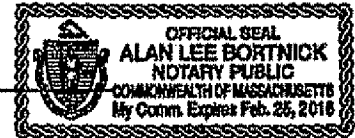
[Trademark Security Agreement -- ABL]

ACKNOWLEDGMENT OF GUARANTORS

STATE OF ~~MASSACHUSETTS~~ )  
 ) ss  
COUNTY OF ~~MIDDLESEX~~ )

On the 26<sup>th</sup> day of JANUARY, <sup>2010</sup>~~2009~~, before me personally came Craig Campbell, who is personally known to me to be the Vice President and Assistant Treasurer of the entities listed on Annex A hereto (each, a "Subsidiary Guarantor" and collectively the "Subsidiary Guarantors"); who, being duly sworn, did depose and say that he is the Vice President and Assistant Treasurer of each of the Subsidiary Guarantors, the entities described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors or the sole member (as the case may be) of each such entity; and that he acknowledged said instrument to be the free act and deed of said entity.

*Alan Lee Bortnick*  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

[Trademark Security Agreement - ABL]

WELLS FARGO CAPITAL FINANCE, LLC,  
as Collateral Agent

By:



Name: TODD R. NAKAMOTO  
Title: SENIOR VICE PRESIDENT

[Trademark Security Agreement - ABL]

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

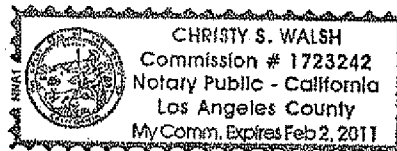
State of CALIFORNIA  
County of Los Angeles

On January 28, 2010, before me, Christy S. Walsh, Notary Public, personally appeared Todd Nakamoto, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christy S. Walsh (Seal)



## OPTIONAL SECTION

### CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

#### INDIVIDUALS

CORPORATE OFFICER: TODD NAKAMOTO --  
SENIOR VICE PRESIDENT

☐ PARTNERS ( ) LIMITED ( ) GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):  
Wells Fargo Capital Finance,  
LLC.

### THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

TITLE OR TYPE OF DOCUMENT: Trademark Security Agreement --  
Accellent, Inc.

DATE OF DOCUMENT: 1/28/2010

SIGNER(S) OTHER THAN NAMED ABOVE: \_\_\_\_\_

TRADEMARK

REEL: 004140 FRAME: 0450

ANNEX A  
TO THE TRADEMARK SECURITY AGREEMENT

SUBSIDIARY GRANTORS

ACCELLENT LLC  
AMERICAN TECHNICAL MOLDING, INC.  
BRIMFIELD ACQUISITION, LLC  
BRIMFIELD PRECISION, LLC  
CE HUNTSVILLE, LLC  
G&D, LLC  
KELCO ACQUISITION LLC  
MACHINING TECHNOLOGY GROUP, LLC  
MEDSOURCE TECHNOLOGIES HOLDINGS, LLC  
MEDSOURCE TECHNOLOGIES PITTSBURGH, INC.  
MEDSOURCE TECHNOLOGIES, LLC  
MEDSOURCE TECHNOLOGIES, NEWTON INC.  
MEDSOURCE TRENTON LLC  
MICRO-GUIDE, INC.  
NATIONAL WIRE & STAMPING, INC.  
NOBLE-MET LLC  
PORTLYN, LLC  
SPECTRUM MANUFACTURING, INC.  
THERMAT ACQUISITION, LLC  
UTI HOLDING COMPANY  
UTI HOLDINGS, LLC  
VENUSA, LTD.

## SCHEDULE A

## U.S. Trademark Registrations and Applications

Debtor/Grantor	Title	Filing Date/Issued Date	Status	Application/ Registration No.
Accellent, Inc.	ACCELLENT	Jul. 16, 2004/Aug. 22, 2006	Registered	3,133,963
UTI Corporation (now, merged into UTI Holdings, LLC)	DESIGN ONLY	Feb. 27, 1998/Nov. 9, 1999	Registered	2,291,546
UTI Corporation (now, merged into UTI Holdings, LLC)	KOR-LESS	Jul. 20, 1970/Jan. 11, 1972	Registered	926,729
UTI Corporation (now, merged into UTI Holdings, LLC)	TRIPLEX	Oct. 3, 2001/May 18, 2004	Registered	2,843,508
UTI Corporation (now, merged into UTI Holdings, LLC)	UTI AND DESIGN	Jan. 24, 2001/Jan. 15, 2002	Registered	2,529,695
MedSource Technologies, Inc. (now, MedSource Technologies Holdings, LLC)	MEDSOURCE	Sep. 22, 2003/Oct. 5, 2004	Registered	2,891,014
MedSource Technologies, Inc. (now, MedSource Technologies Holdings, LLC)	MEDSOURCE TECHNOLOGIES	Jun. 27, 2001/Aug. 5, 2003	Registered	2,746,010
MedSource Technologies, Inc. (now, MedSource Technologies Holdings, LLC)	MEDSOURCE TECHNOLOGIES AND DESIGN	Jun. 27, 2001/Aug. 5, 2003	Registered	2,746,011
Cycam, Inc. (now, merged into MedSource Technologies Pittsburgh, Inc.)	CHEMTEX	Mar. 9, 1993/Oct. 26, 1993	Registered	1,801,133
Venusa, Ltd.	DESIGN ONLY	Jun. 14, 1995/Jan. 14, 1997	Registered	2,029,658
Venusa, Ltd.	DESIGN ONLY	Jun. 14, 1995/Jan. 14, 1997	Registered	2,029,657