

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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
Medsorce Technologies Holdings, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Medsorce Technologies Pittsburgh, Inc.		01/29/2010	CORPORATION: DELAWARE
Medsorce Technologies, LLC		01/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
Medsorce Technologies, Newton Inc.		01/29/2010	CORPORATION: DELAWARE
Medsorce 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
Spectrum Manufacturing, Inc.		01/29/2010	CORPORATION: NEVADA

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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:	The Bank of New York Mellon, as Notes Collateral Agent
Street Address:	101 Barclay Street - 8W
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation: NEW YORK

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: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001041/0007
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	02/12/2010
<p>Total Attachments: 10</p> <p>source=AccTMSI#page1.tif</p> <p>source=AccTMSI#page2.tif</p> <p>source=AccTMSI#page3.tif</p> <p>source=AccTMSI#page4.tif</p> <p>source=AccTMSI#page5.tif</p> <p>source=AccTMSI#page6.tif</p> <p>source=AccTMSI#page7.tif</p> <p>source=AccTMSI#page8.tif</p> <p>source=AccTMSI#page9.tif</p> <p>source=AccTMSI#page10.tif</p>	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 29, 2010, is made by ACCELLENT INC., a Maryland corporation (the "Company") and each of the subsidiaries of the Company listed on Annex A hereto (each such undersigned subsidiary being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Company are referred to collectively, jointly and severally, as the "Grantors"), and THE BANK OF NEW YORK MELLON, as notes collateral agent (in such capacity, the "Notes Collateral Agent") pursuant to an indenture, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, each Guarantor (as defined in the Indenture) and THE BANK OF NEW YORK MELLON, as trustee (the "Trustee") and as Notes Collateral Agent on behalf of the holders of the Notes (as defined below) (the "Holders")

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Company has issued, or will issue \$400 million principal amount of 8 $\frac{3}{8}$ % senior secured notes due 2017 (together with any Additional Notes issued pursuant to the Indenture, the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Grantors and certain other subsidiaries of the Company have executed and delivered a Security Agreement, dated as of January 29, 2010, in favor of the Notes 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 Notes 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 Trustee and the Notes Collateral Agent to enter into the Indenture and induce the Holders to purchase and hold the Notes, 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 Indenture and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Notes Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Notes Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral") now owned or hereafter acquired by such Grantor or in which such Grantor now has or at any time in future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) 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 Note 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. Capacity of Notes Collateral Agent. The Bank of New York Mellon is entering into this Agreement in its capacity as "notes collateral agent" under the Indenture and the rights, powers, privileges and protections afforded to the "notes collateral agent" under the Indenture shall also apply to The Bank of New York Mellon as the Notes Collateral Agent hereunder. The Holders have expressly authorized and instructed the Notes Collateral Agent to execute and deliver this Agreement.

6. 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.

[signature pages follow]

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: VP, Chief Accounting Officer
& Controller

[Trademark Security Agreement – Notes]

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:

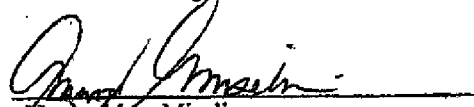

Name: Craig Campbell

Title: Vice President & Assistant Treasurer

[Trademark Security Agreement - Notes]

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By:

A handwritten signature in dark ink, appearing to read "Mary Miselis", written over a horizontal line.

Name: Mary Miselis

Title: Vice President

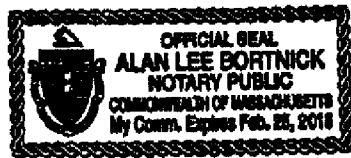
[Trademark Security Agreement - Notes]

TRADEMARK
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ACKNOWLEDGMENT OF COMPANY

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

On the 26th day of January, 2010, before me personally came Craig Campbell, who is personally known to me to be the Vice President, Chief Accounting Officer and Controller of Accellent Inc., a Maryland corporation; who, being duly sworn, did depose and say that he is the Vice President, Chief Accounting Officer and Controller 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 L. Bortnick
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Trademark Security Agreement – Notes]

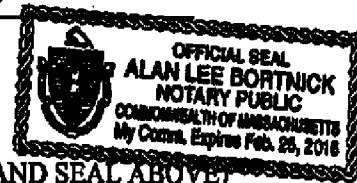
ACKNOWLEDGMENT OF GUARANTORS

STATE OF MASSACHUSETTS)
) ss
COUNTY OF MIDDLESEX)

On the 26th day of January, 2010, 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 – Notes]

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF)

) ss

COUNTY OF)

On the 28th day of January, 2010, before me personally came Mary Miselis, who is personally known to me to be the Vice President of The Bank of New York Mellon, a New York banking corporation; who, being duly sworn, did depose and say that she is the Vice President in such company, the company described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she acknowledged said instrument to be the free act and deed of said company.

CARLOS R. LUCIANO
Notary Public, State of New York
No. 41-4765897
Qualified in Queens County
Commission Expires April 30, 2010

Carlos R. Luciano
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Trademark Security Agreement - Notes]

TRADEMARK
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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

<u>Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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