

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
G & H Wire Company, Inc.		12/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Management LLC, as Administrative Agent		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1578821	FLEXMEDICS	
Registration Number:	3091919	ORTHOFORCE	
Registration Number:	3481287	G&H	
Registration Number:	3481288	G&H WIRE COMPANY	
Registration Number:	3646514	G&H	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.017		

OP \$140.00 1578821

900178580

TRADEMARK
REEL: 004432 FRAME: 0216

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/13/2010
Total Attachments: 5 source=golub tm agrmt#page1.tif source=golub tm agrmt#page2.tif source=golub tm agrmt#page3.tif source=golub tm agrmt#page4.tif source=golub tm agrmt#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 10, 2010, by and between G & H WIRE COMPANY, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL MANAGEMENT LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent"). Grantor will not be a party hereto until the consummation of the Acquisition (as defined in the Credit Agreement, as defined below) and upon such consummation, Grantor will become a party hereto without the taking of any further action.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor (subject to the limitation contained herein), whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the registered Trademarks and applications set forth on Schedule A hereto, and all proceeds and products thereof (collectively, the "Trademark Collateral").

(b) Notwithstanding the foregoing, the Trademark Collateral shall not include any United States intent-to-use Trademark applications to the extent that, and solely

during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent & Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use Trademark application shall be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.


4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

G & H WIRE COMPANY, INC.

By: 
Name: Christopher K. Jenks
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL MANAGEMENT LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

G & H WIRE COMPANY, INC.

By: _____

Name: Christopher K. Jones

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL MANAGEMENT LLC,
as Administrative Agent

By:  _____

Name: Andrew H. Steuerman

Title: Authorized Signatory

Schedule A

Trademarks

TRADEMARK	Application/ Registration No.	Application/ Registration Date
FLEXMEDICS	1,578,821	January 23, 1990
OrthoForce	3,091,919	May 16, 2006
G&H	3,481,287	August 5, 2008
G&H WIRE COMPANY	3,481,288	August 5, 2008
G&H	3,646,514	June 30, 2009
THE ORTHO CLUB	77/899,397	December 22, 2009