

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
Orchid MPS Holdings, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
Orchid Orthopedic Solutions, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
MPS Anzon, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
Micro Precision Swiss, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
Unique Instruments, Inc.		12/17/2010	CORPORATION: MICHIGAN
Unique Design & Development LLC		12/17/2010	LIMITED LIABILITY COMPANY: MICHIGAN
CEP Bio-Vac, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
CEP Bio-Coat, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
Orchid MACDEE, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE
Orchid International Trading Company		12/17/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	28660 Northwestern Highway
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3043687	UNIQUE INSTRUMENTS

OP \$90.00 3043687

900183175

TRADEMARK
REEL: 004467 FRAME: 0658

Registration Number:	3228604	MICRO-PVD
Registration Number:	3664300	OSSEOMATRIX

CORRESPONDENCE DATA

Fax Number: (734)623-1625
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (734) 623-1678
Email: nhudge@dickinsonwright.com
Correspondent Name: Nora Hudge, Paralegal
Address Line 1: Dickinson Wright, PLLC
Address Line 2: 301 East Liberty, Suite 500
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	7-3954
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	02/04/2011

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 17, 2010, is by Orchid MPS Holdings, LLC, a Delaware limited liability company (the "Borrower"), and Orchid Orthopedic Solutions, LLC, a Delaware limited liability company, MPS Anzon, LLC, a Delaware limited liability company, Micro Precision Swiss, LLC, a Delaware limited liability company, Unique Instruments, Inc., a Michigan corporation, Unique Design & Development LLC, a Michigan limited liability company, CEP Bio-Vac, LLC, a Delaware limited liability company, CEP Bio-Coat, LLC, a Delaware limited liability company, Orchid MACDEE, LLC, a Delaware limited liability company, and Orchid International Trading Company, a Delaware corporation (collectively, the "Guarantors", and together with the Borrower, each a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Administrative Agent (as defined below) under the Credit Agreement referred to below.

Recitals

A. The Borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, executed a Credit Agreement dated as of July 31, 2007 (the "2007 Credit Agreement"). Pursuant to an Amended and Restated Credit Agreement dated as of December 17, 2010 (as amended, modified, restated or refinanced from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto from time to time (the "Lenders"), and JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders, the Borrower and the Administrative Agent will be amending and restating the 2007 Credit Agreement.

B. In connection with the Credit Agreement, the Grantors and the Administrative Agent entered into a Consent and Amendment of Collateral Documents dated as of December 17, 2010 (the "Consent and Amendment"), pursuant to which, among other things, the Loan Parties (as defined in the Consent and Amendment) and the Administrative Agent confirmed and amended certain Existing Collateral Agreements (as defined in the Consent and Amendment), including without limitation that certain Pledge and Security Agreement dated as of July 31, 2007 by and between the Borrower and the Administrative Agent (the "Borrower Security Agreement") and that certain Pledge and Security Agreement dated as of July 31, 2007 by and between the Guarantors and the Administrative Agent (the "Guarantor Security Agreement"), collectively, the "Security Agreements", and together with the Consent and Amendment, the "Collateral Agreement"), relating to the collateral granted by the Grantors to the Secured Parties.

C. Pursuant to the terms of the Collateral Agreement, the Grantors pledged, assigned and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a first-priority security interest in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents and trademarks, to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

D. The Administrative Agent caused the recording before the United States Patents and Trademarks Office ("USPTO") of the security interests that it holds for the benefit of the

Secured Parties in the Patents and Trademarks identified on Exhibit B of the Borrower Security Agreement and Exhibit B of the Guarantor Security Agreement, which have been replaced and restated in their entirety pursuant to the Consent and Amendment. The Grantors are executing and delivering this Agreement to the Administrative Agent to facilitate the recording with the USPTO of the security interests that it holds for the benefit of the Lenders in the Patents and Trademarks that are listed on the restated Exhibit B of Schedule 2 and the restated Exhibit B of Schedule 3 pursuant to the Consent and Amendment.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors:

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application in the United States referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (2) each patent and patent application, including without limitation, each patent and patent application in the United States referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith.

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and the Patents made and granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

ORCHID MPS HOLDINGS, LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Chief Financial Officer

ORCHID ORTHOPEDIC SOLUTIONS, LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

MPS ANZON, LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

MICRO PRECISION SWISS, LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

**ORCHID INTERNATIONAL TRADING
COMPANY**

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Secretary

UNIQUE INSTRUMENTS, INC.

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

UNIQUE DESIGN & DEVELOPMENT LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

CEP BIO-VAC, LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

CEP BIO-COAT, LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

ORCHID MACDEE, LLC

By: Jorge M. Ramos.
Print Name: Jorge Ramos
Title: Treasurer and Secretary

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: Richard C Ellis
Name: Richard C Ellis
Title: SVP

Signature Page to Patent & Trademark
Security Agreement

TRADEMARK
REEL: 004467 FRAME: 0664

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Trademark	Serial Number	Filing Date	Registration Number	Date of Registration
UNIQUE INSTRUMENTS	76/596,617	06/04/2004	3,043,687	01/17/2006
MICRO-PVD	78/543,637	01/07/2005	3,228,604	04/10/2007
OSSEOMATRIX	77/300,296	10/10/2007	3,664,300	08/04/2009

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patents and Patent Applications

U.S. Patent Number/Patent Application Number	Patent Title	Filing Date & Status
Patent No: US 7,168,283 B2 Patent App. No: 11/055,553	COBALT CHROME FORGING OF FEMORAL KNEE IMPLANTS AND OTHER COMPONENTS	02/9/2005; Patented Case