

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS															
CONVEYING PARTY DATA																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Sierra International Inc.</td> <td></td> <td>03/22/2011</td> <td>CORPORATION: ILLINOIS</td> </tr> <tr> <td>Teleflex Canada Limited Partnership</td> <td></td> <td>03/22/2011</td> <td>LIMITED PARTNERSHIP: CANADA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Sierra International Inc.		03/22/2011	CORPORATION: ILLINOIS	Teleflex Canada Limited Partnership		03/22/2011	LIMITED PARTNERSHIP: CANADA			
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CORRESPONDENCE DATA																
<p>Fax Number: (212)593-5955 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-756-2552 Email: marisa.davidson@srz.com Correspondent Name: Marisa J. Davidson Address Line 1: Schulte Roth & Zabel, 919 Third Avenue Address Line 4: New York, NEW YORK 10022</p>																
ATTORNEY DOCKET NUMBER:	014951.1204															

CH \$115.00 3428352

NAME OF SUBMITTER:	Marisa J. Davidson
Signature:	/RS for MD/
Date:	03/29/2011
Total Attachments: 5 source=Sierra Teleflex Grant of Sec Int Trademarks#page1.tif source=Sierra Teleflex Grant of Sec Int Trademarks#page2.tif source=Sierra Teleflex Grant of Sec Int Trademarks#page3.tif source=Sierra Teleflex Grant of Sec Int Trademarks#page4.tif source=Sierra Teleflex Grant of Sec Int Trademarks#page5.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Sierra International Inc., and Teleflex Canada Limited Partnership (collectively, the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated March 22, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and


WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 22, 2011.

SIERRA INTERNATIONAL INC.

By: 
Name: Christopher Laitala
Title: Vice President

TELEFLEX CANADA LIMITED PARTNERSHIP,
by its general partner, **TELEFLEX CANADA INC.**


By: 
Name: Christopher Laitala
Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004510 FRAME: 0470

STATE OF New York ss.:
COUNTY OF New York

On this 21st day of March, 2011, before me personally came Christophe Louboutin to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of _____, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[NOTARY SEAL]

RACHELLE MALLY DORMEVIL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DO6220549
Qualified in Kings County
My Commission Expires April 19, 2014

TRADEMARK SECURITY AGREEMENT

Schedule to Trademark Security Agreement – Sierra International Inc.

Registered trademarks and registration applications for trademarks:

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
U.S	MAGFORCE	Registered	78703410	30-Aug-2005	3262799	10-Jul-2007	Sierra International Inc.
U.S	SIERRA	Registered	78760217	23-Nov-2005	3428352	13-May-2008	Sierra International Inc.
U.S		Registered	78760221	23-Nov-2005	3428353	13-May-2008	Sierra International Inc.
U.S	PRIME LINE	Registered	77079241	09-Jan-2007	3587693	10-Mar-2009	Sierra International Inc.

Schedule to Trademark Security Agreement – Teleflex Canada Limited Partnership

Registered trademarks:

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
U.S.	SMART STICK	Registered	75183451	18-Oct-1996	2279683	21-Sept-1999	Teleflex Canada Limited Partnership

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