

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
Greatbatch Ltd.		06/24/2011	CORPORATION: NEW YORK
Greatbatch Inc.		06/24/2011	CORPORATION: DELAWARE
QIG Group LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company, as administrative agent		
Street Address:	One Fountain Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	78641844	GREATBATCH	
Registration Number:	3059561	QHR	
Registration Number:	3136605	QMR	
Registration Number:	2912028	EI ELECTROCHEM	
Registration Number:	2103026	GREATBATCH	
Registration Number:	1150907	EI	
Registration Number:	1080853	WG	
Registration Number:	3897749	OPTISEAL	
Serial Number:	77195800	EM-ABLE	
Registration Number:	2339248	BIOMEC	
Serial Number:	77230247	COAXCESS	
Serial Number:	77957903	VIAPEEL+	

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Serial Number:	77890655	XCELLION
Serial Number:	85118648	CREATING TOMORROW
Serial Number:	85128923	
Serial Number:	85118678	ELECTROCHEM ENERGY
Serial Number:	85118736	ELECTROCHEM ENVIRONMENTAL
Serial Number:	85118709	ELECTROCHEM MEDICAL
Serial Number:	85118757	ELECTROCHEM MILITARY
Serial Number:	85118791	ELECTROCHEM WIRELESS SENSING
Serial Number:	85118963	REAL TIME. REAL POWER. REAL CONTROL.
Serial Number:	85118854	SAFE. EXCEPTIONAL. EXPERIENCED.
Serial Number:	85118887	SERIOUS POWER FOR SERIOUS MISSIONS
Serial Number:	85118907	THE POWER TO COLLECT AND PROTECT
Serial Number:	85118814	VITAL POWER. VITAL PARTNER.
Serial Number:	85037903	QCAPS
Serial Number:	85274465	ALGOSTIM
Serial Number:	77683929	QIG
Registration Number:	3437750	GREATBATCH
Registration Number:	3592492	MICROSELECT
Registration Number:	3500137	UNISON
Registration Number:	3525196	VIAPEEL

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-842-8800
 Email: dctrademarks@dbr.com
 Correspondent Name: Amy E. Carroll
 Address Line 1: 1500 K Street, N.W.
 Address Line 2: Suite 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-216837
NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	06/28/2011

Total Attachments: 4
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AMENDED AND RESTATED GRANT OF SECURITY INTEREST

WHEREAS, GREATBATCH LTD., a New York corporation ("GBL"), GREATBATCH INC., a Delaware corporation ("GBI"), QIG GROUP LLC, a Delaware limited liability company ("QIG" and together with GBL and GBI, collectively the "Grantors" and each a "Grantor"), owns all right, title and interest in and to the trademarks and servicemarks listed on Schedule A attached hereto (the "Marks"); and

WHEREAS, pursuant to an Amended and Restated Security Agreement dated June 24, 2011 by and among GBL, as a Grantor (as defined in the Security Agreement), the other Grantors referred to therein, and MANUFACTURERS AND TRADERS TRUST COMPANY ("M&T"), as the administrative agent (together with its successors and assigns in such capacity, the "Agent") (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), the Grantors have granted to the Agent, for the benefit of the Secured Parties (as that term is defined in the Amended and Restated Credit Agreement dated the date hereof by and among Grantor, the Agent and the Lenders referred to therein, as the same may be amended, restated, modified or otherwise modified from time to time, the "Credit Agreement"), a security interest in, among other things, all right, title and interest of Grantor in and to the Marks, together with the goodwill of the business symbolized by the Marks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as that term is defined in the Credit Agreement).


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby 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.

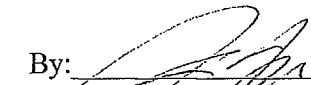
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of June ____ 2011.

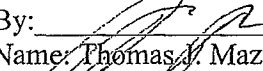
GREATBATCH LTD.

By: 
Name: Thomas J. Mazza
Title: Senior Vice President and Chief
Financial Officer

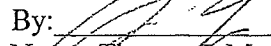
GREATBATCH, INC.

By: 
Name: Thomas J. Mazza
Title: Senior Vice President and Chief
Financial Officer

GREATBATCH LLC

By: 
Name: Thomas J. Mazza
Title: Senior Vice President and Chief
Financial Officer

QIG GROUP, LLC

By: 
Name: Thomas J. Mazza
Title: Senior Vice President and Treasurer

Signature page to Amended and Restated Grant of Security Interest - Trademarks

Marks

<u>Mark</u>	<u>Application/ Registration Number</u>	<u>Date of Application/ Registration</u>	<u>Current Owner</u>
GREATBATCH	78/641,844	6/2/05	Greatbatch, Ltd.
QHR	3,059,561	2/14/06	Greatbatch, Ltd.
QMR	3,136,605	8/29/06	Greatbatch, Ltd.
EI ELECTROCHEM	2,912,028	12/21/04	Greatbatch, Ltd.
GREATBATCH	2,103,026	10/7/97	Greatbatch, Ltd.
EI (and Design)	1,150,907	4/14/81	Greatbatch, Ltd.
WG (and Design)	1,080,853	1/3/78	Greatbatch, Ltd.
OPTISEAL	3,897,749	12/28/10	Greatbatch Ltd.
EM-ABLE	77/195,800	6/1/07	Greatbatch Ltd.
BIOMEC	2,339,248	4/4/00	Greatbatch Ltd.
COAXCESS	77/230,247	07/16/07	Greatbatch Inc.
VIAPEEL+	77/957,903	3/12/10	Greatbatch, Inc.
XCELLION	77/890,655	12/10/09	Greatbatch, Inc.
CREATING TOMORROW	85/118,648	8/30/10	Greatbatch Inc.
CREATING TOMORROW (Stylized and in color)	85/128,923	9/14/10	Greatbatch, Inc.
ELECTROCHEM ENERGY	85/118,678	8/30/10	Greatbatch Inc.
ELECTROCHEM ENVIRONMENTAL	85/118,736	8/30/10	Greatbatch Inc.
ELECTROCHEM MEDICAL	85/118,709	8/30/10	Greatbatch Inc.
ELECTROCHEM MILITARY	85/118,757	8/30/10	Greatbatch Inc.
ELECTROCHEM WIRELESS SENSING	85/118,791	8/30/10	Greatbatch Inc.
REAL TIME. REAL POWER. REAL CONTROL.	85/118,963	8/30/10	Greatbatch Inc.
SAFE. EXCEPTIONAL. EXPERIENCED.	85/118,854	8/30/10	Greatbatch Inc.
SERIOUS POWER FOR SERIOUS MISSIONS	85/118,887	8/30/10	Greatbatch Inc.
THE POWER TO COLLECT AND PROTECT	85/118,907	8/30/10	Greatbatch Inc.
VITAL POWER. VITAL PARTNER.	85/118,814	8/30/10	Greatbatch Inc.
QCAPS	85/037,903	5/13/10	Greatbatch, Inc.
ALGOSTIM	85/274,465	3/23/11	QIG Group LLC
QIG	77/683,929	3/5/09	QIG Group, LLC
GREATBATCH	3,437,750	5/27/08	Greatbatch, Ltd.
MICROSELECT	3,592,492	5/17/09	Greatbatch Inc.
UNISON	3,500,137	10/28/08	Greatbatch Inc.

VIAPEEL	3,525,196	10/28/08	Greatbatch Inc.
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PHTRANS/ 1054505

RECORDED: 06/28/2011

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