

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|--|---------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Stock and Asset Purchase Agreement, including Trademark Assignment | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cycam, Inc. | | 08/31/2002 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | MedSource Technologies Pittsburgh, Inc. | | |
| Street Address: | 100 Fordham Road | | |
| Internal Address: | Building C | | |
| City: | Wilmington | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01887 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1801133 | CHEMTEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (978)856-3348 | | |
| Email: | Kim.Jarman@accellent.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Kimberly Jarman | | |
| Address Line 1: | 100 Fordham Road | | |
| Address Line 2: | Building C | | |
| Address Line 4: | Wilmington, MASSACHUSETTS 01887 | | |
| ATTORNEY DOCKET NUMBER: | ACE-1.001 | | |
| NAME OF SUBMITTER: | Melissa C. Smith | | |
| Signature: | /Melissa C. Smith/ | | |

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Date:

11/11/2011

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STOCK AND ASSET PURCHASE AGREEMENT

by and among

**MedSource Technologies Pittsburgh, Inc.
(the "Buyer"),**

**MedSource Technologies, LLC,
("MedSource LLC"),**

and

**MedSource Technologies, Inc.,
("MedSource")**

and

**Cycam, Inc. ("Cycam"),
ELX, Inc. ("ELX"), and
Wagner-ELX ("Wagner-ELX")
(Cycam, ELX and Wagner-ELX each a "Company" and collectively the "Companies")**

and

**Donald J. Wagner
(the "Shareholder")**

as of August 31, 2002

STOCK AND ASSET PURCHASE AGREEMENT

This Stock and Asset Purchase Agreement (this "Agreement") is made as of August 31, 2002 by and among MedSource Technologies Pittsburgh, Inc., a Delaware corporation (the "Buyer"), its ultimate parent, MedSource Technologies, Inc., a Delaware corporation ("MedSource"), MedSource Technologies, LLC, a Delaware limited liability company ("MedSource LLC") which is a wholly owned subsidiary of MedSource and the sole stockholder of Buyer, Cycam, Inc., a Pennsylvania corporation ("Cycam"), ELX, Inc., a Pennsylvania corporation ("ELX"), Wagner-ELX, a Pennsylvania general partnership ("Wagner-ELX") (Cycam, ELX and Wagner-ELX to be sometimes individually referred to herein as a "Company" and to be sometimes collectively referred to herein as the "Companies"), and Donald J. Wagner, a resident of the Commonwealth of Pennsylvania (the "Shareholder"). The Buyer, MedSource and MedSource LLC are hereinafter referred to collectively as the "Buyer Group."

WHEREAS, the Shareholder owns of record and beneficially all of the issued and outstanding shares of common stock, \$1.00 par value per share, of Cycam (the "Cycam Shares") and all of the issued and outstanding shares of common stock, \$50.00 par value per share, of ELX (the "ELX Shares");

WHEREAS, the Shareholder and ELX are the only general partners of Wagner-ELX;

WHEREAS, Wagner-ELX owns certain real estate and other assets used in the business of Cycam;

WHEREAS, upon the terms and subject to the conditions of this Agreement, (i) the Shareholder desires to cause ELX to distribute to the Shareholder or an assignee of the Shareholder all of the partnership interest owned by ELX in Wagner-ELX, (ii) the Shareholder desires to sell to Buyer, and Buyer desires to purchase from the Shareholder, all of the Cycam Shares (the "Cycam Stock Purchase"), (iii) the Shareholder desires to sell to Buyer, and Buyer desires to purchase from the Shareholder, all of the ELX Shares (the "ELX Stock Purchase") and (iv) Wagner-ELX desires to sell to Buyer, and Buyer desires to purchase from Wagner-ELX, certain assets of Wagner-ELX (the "Wagner-ELX Asset Purchase");

WHEREAS, the Buyer, MedSource and MedSource LLC have each adopted this Agreement and approved all of the transactions and other agreements contemplated by this Agreement in accordance with the provisions of the Delaware General Corporation Law and the Delaware Limited Liability Company Act;

WHEREAS, the Shareholder, as the sole shareholder of Cycam and ELX, has approved this Agreement and all of the transactions and other agreements contemplated by this Agreement in accordance with the laws of the Commonwealth of Pennsylvania;

WHEREAS, the Shareholder and ELX, as the general partners of Wagner-ELX, have approved this Agreement and all of the transactions and other agreements contemplated by

this Agreement in accordance with the Partnership Agreement, dated as of December 16, 1998, by and between Shareholder and ELX and the laws of the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements of the parties set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties do hereby represent, warrant and agree as follows:

1. **The Closing.** The consummation of the Cycam Stock Purchase, the ELX Stock Purchase and the Wagner-ELX Asset Purchase (collectively, the "Transactions"), and the other transactions contemplated by this Agreement (the "Closing") is taking place simultaneously with the execution and delivery hereof and is sometimes referred to as the "Closing Date."

2. **Purchase and Sale of Cycam Shares.**

2.1 **Transfer of Cycam Shares.** At the Closing, the Shareholder is delivering to Buyer one or more certificates representing all of the Cycam Shares, as set forth in Schedule 2.1. Such stock certificates shall be duly endorsed in blank for transfer or shall be presented with stock powers duly executed in blank, with such other documents as may be reasonably required by Buyer to effect a valid transfer of such Cycam Shares by the Shareholder, free and clear of any claims, demands, liens, mortgages, encumbrances, pledges, and other security interests of any kind (collectively, "Liens").

2.2 **Purchase Price and Payment.** In consideration of the sale by the Shareholder to

REDACTED

(i) There has been no damage to any portion of the Company Real Property caused by fire or other casualty that has not been completely repaired and restored.

(j) Copies of the real estate tax bills and utility bills received by the Companies through the Closing Date for the Company Real Property have been delivered to the Buyer Group by the Shareholder.

(k) No Company owes any monies to any contractor, subcontractor or materialman for labor or materials performed, rendered or supplied in connection with any Company Real Property for which such person could legitimately impose a lien against any of the Company Real Property.

(l) Neither the Companies nor the Shareholder has transferred any development rights applicable to the Company Real Property.

5.11 Intellectual Property Rights: Computer Software.

(a) For the purpose of this Section 5.11, the following terms shall have the meanings attributed thereto:

(i) "Intellectual Property" means all Patents, Copyrights, Trade Secrets, Know-How, Trademarks, whether common law, statutory or otherwise, domestic and foreign and all registrations and registration applications for any such rights, and all Proprietary Information, Internal Software Systems, domain names and uniform resource locators (URLs).

(ii) "Patent" means all classes or types of patents, design patents, utility patents, including, without limitation, originals, divisions, continuations, continuations-in-part, extensions, reexaminations, or reissues, patent applications and invention disclosures for these classes or types of patent rights (whether or not patentable and whether or not reduced to practice) in all countries of the world, all of which are listed on Section 5.11(a)(ii) of the Companies' Disclosure Schedule.

(iii) "Trademark" means service marks, trademarks, trade names, brands, product and service names, logos and other distinctive identifications used in commerce, whether in connection with products or services, together with all goodwill related to any of the foregoing, including without limitation those listed on Section 5.11(a)(iii) of the Companies' Disclosure Schedule.

(iv) "Copyright" means all original works of authorship fixed in any tangible medium of expression under the copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and

recordations, regardless of the medium of fixation or means of expression, all registrations and applications being listed on Section 5.11(a)(iv) of the Companies' Disclosure Schedule.

(v) "Internal Software Systems" means the computer software, computer firmware and other similar or related items of automated, computerized, and/or software systems that are used or relied on by the Companies for their internal operations.

(vi) "Know-How" means all factual knowledge and information that is not capable of precise, separate description but which, in an accumulated form, after being acquired as a result of trial and error, gives to the one acquiring it the ability to produce and market something which one otherwise would not have known how to produce and market with the same accuracy or precision necessary for commercial success.

(vii) "Proprietary Information" means without limitation all formulae, algorithms, processes, procedures, writings, data, protocols, techniques, proposals, designs, ideas, concepts, strategic, research and development information and related documentation, business and other plans, research, inventions and invention disclosure (whether patentable or unpatentable), and all records of the foregoing, test, engineering and technical data, proprietary information and methodologies, communications and associated peripheral devices and resources; computer software, programs and code, both object and source, in whatever form and media, databases, specifications and other information processing tangible and intangible items.

(viii) "Trade Secrets" means any Proprietary Information that generally facilitates the production, manufacturing or sale of products, increases revenues, or provides an advantage over the competition and is not generally known.

(ix) "Licensed Intellectual Property" shall mean (A) Intellectual Property which any Company uses or has the right to use pursuant to Third Party Licenses and (B) Intellectual Property which is publicly available for use without restriction or obligation of any kind to any other person or entity.

(x) "Company Intellectual Property" shall mean Intellectual Property (A) created or developed by employees of the Companies or (B) to which the Companies have acquired, by purchase, assignment or other transfer the unconditional, unrestricted, exclusive right to control or prevent any and all use of such Intellectual Property by others without the consent or approval of or payment to, any other person.

(xi) "Third Party Licenses" shall mean all licenses, agreements, obligations or other commitments under which a person has granted Companies a right to use any Intellectual Property in connection with any Company's business but retains one or more rights to use such Intellectual Property, all of which are listed and described on Section 5.11(a)(xi) of the Companies' Disclosure Schedule.

(b) Except as specifically set forth in detail on Section 5.11(b) of the Companies' Disclosure Schedule:

(i) Each Company owns all legally enforceable right, title and interest to all Company Intellectual Property free and clear of all liens, claims, encumbrances and other restrictions without an obligation to pay any royalties, license fees or other amounts to any other person or entity.

(ii) Each Company has taken commercially reasonable actions with each individual and entity, including each employee, agent, consultant and contractor, who has contributed to or participated in the conception, creation and development of the Company Intellectual Property on behalf of such Company so that each such individual or entity either (A) has been an employee or has been party to a duly executed "work-for-hire" agreement with such Company, in accordance with applicable law, or (B) has executed, or agreed to execute, valid written assignment in favor of such Company as assignee that has conveyed to such Company all right, title and interest in and to all tangible and intangible property arising from such individual's or entity's work throughout the world, in perpetuity, in each case of (A) or (B) waiving any claim any such individual or entity may have with respect to such tangible or intangible property.

(iii) To the knowledge of the Shareholder and each Company, there is no unauthorized use, disclosure, infringement or misappropriation by any third party (including any employee or former employee of any Company) of any Company Intellectual Property of any Company or of any right of any third party in Licensed Intellectual Property. No Company has any agreement to indemnify any individual or entity against any charge of infringement of any Intellectual Property, other than indemnification provisions normal and usual for such Company's industry contained in purchase orders or license agreements arising in the ordinary course of business. No Company has received (nor does the Shareholder or any Company have any knowledge of) any notice, claim or allegation from any person or entity questioning the right of any Company to unconditionally use, possess, transfer, convey or otherwise dispose of any Company Intellectual Property or questioning the right of any Company to use any Licensed Intellectual Property. There is no interference, opposition, cancellation, reexamination or other contest, proceeding, action, suit, hearing, investigation, charge, complaint, demand, notice, claim, dispute nor any claim of infringement, misappropriation or other

violation by any Company of any Intellectual Property or other proprietary rights of any other individual or entity pending or, to the knowledge of the Shareholder and each Company, threatened against any Company.

(iv) Each Company's use of the Company Intellectual Property in its business as presently conducted, has not and will not, to the knowledge of each of the Shareholder and the Companies, violate, interfere with or infringe upon the rights of any other individual or entity nor does such use by such Company constitute a breach of any agreement, obligation, promise or commitment by which such Company may be bound or constitute a violation of any laws, regulations, ordinances, codes or statutes in any jurisdiction.

(v) No licenses or other rights have been granted by any Company, and no Company has any obligation to grant any licenses or other rights, with respect to any Intellectual Property. No claims have been made by or against any Company for any violation or infringement by others of any rights with respect to any Intellectual Property. To the knowledge of the Shareholder and each Company, there are no such claims which any Company may have the right (or a reasonable basis) to make or assert.

(vi) To the knowledge of each of the Shareholder and the Companies, each Company has all rights in Intellectual Property necessary to conduct its business as it is currently conducted by each Company and such rights will not be adversely affected as a result of or in connection with the execution and delivery of this Agreement, the Closing or the consummation of any of the Transactions and any other transactions contemplated hereby. With respect to Third Party Licenses, (A) each Company is not (and to the knowledge of the Shareholder and each Company, no other party to any such Third Party Licenses is) in breach or default with respect thereto, and no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification or acceleration thereunder and (B) each Company has not (and to the knowledge of the Shareholder and each Company, no party to any such Third Party License has) repudiated any provision thereof.

(vii) All statements and representations made by the Shareholder and any Company in any pending Intellectual Property applications, filings or registrations were true in all material respects as of the time they were made. No registered copyright, registered or unregistered trademark or service mark, or patent used in the business (other than in circumstances where any of the Companies has intentionally allowed registered copyright, registered or unregistered trademark or service mark, or patent not material to the business to lapse, expire, become abandoned or be canceled) has lapsed, expired or been abandoned or canceled, or is subject to any injunction, judgment, order, decree, ruling or charge or is subject to any pending or (to the knowledge of the Shareholder and each Company)

threatened oppositions, cancellations, interferences or other proceedings before the United States Patent and Trademark Office, the Trademark Trials and Appeals Board, the United States Copyright Office or in any other registration authority in any country.

5.12 Tangible Personal Property: Capital Budget.


REDACTED

5.13 Material Contracts.


REDACTED

The parties have executed and delivered this Stock and Asset Purchase Agreement as of the date first written above.


MEDSOURCE TECHNOLOGIES
PITTSBURGH, INC.

By: 
Name: Daniel Croteau
Title: Vice President – Corporate
Development

MEDSOURCE TECHNOLOGIES, LLC
By: MedSource Technologies, Inc., its sole member

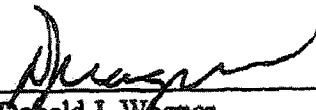
By: 
Name: Daniel Croteau
Title: Vice President – Corporate
Development

MEDSOURCE TECHNOLOGIES, INC.

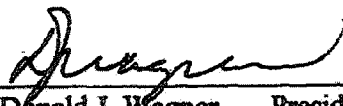
By: 
Name: Daniel Croteau
Title: Vice President – Corporate
Development

[Signatures continued on next page]

CYCAM, INC.

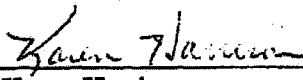
By: 
Donald J. Wagner
President

ELX, INC.

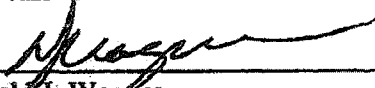
By: 
Donald J. Wagner President

WAGNER-ELX

By: 
Donald J. Wagner,
Its General Partner

By: 
Karen Harrison,
Its General Partner

SHAREHOLDER:


Donald J. Wagner

SECTION 5.11(a)(iii) TRADEMARKS

CHEMTEX® Reg. No. 1,801,133 (October 26, 1993) (owned by Cycam).

SECTION 5.11(a)(iv) COPYRIGHTS

REDACTED

SECTION 5.11(a)(xi) THIRD PARTY LICENSES

REDACTED

SECTION 5.11(b)(i) LEGAL TITLE AND INTEREST

REDACTED

SECTION 5.11(b)(iii) INFRINGEMENT OF INTELLECTUAL PROPERTY

REDACTED

**SECTION 5.11(b)(v) LICENSES GRANTED BY ANY COMPANY/CLAIMS
REGARDING INFRINGEMENT**

REDACTED

SCHEDULE 3.16

Intellectual Property

PATENTS

REDACTED

TRADEMARKS

CHEMTEX® Reg. No. 1,801,133 (October 26, 1993) is owned by Cynam, Inc.