

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
NeuroNexus Technologies, Inc.		02/16/2012	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
Name:	Manufacturers and Traders Trust Company		
Street Address:	PO Box 1358		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14240-1358		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3740370	NEURONEXUS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2028428465		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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/		

OP \$40.00 3740370

Date:

05/24/2012

**Total Attachments: 3**

source=Greatbatch Security Agreement - Trademarks#page1.tif

source=Greatbatch Security Agreement - Trademarks#page2.tif

source=Greatbatch Security Agreement - Trademarks#page3.tif

## GRANT OF SECURITY INTEREST

WHEREAS, NEURONEXUS TECHNOLOGIES, INC., a Michigan corporation (the "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 that certain Amended and Restated Security Agreement dated as of June 24, 2011, by and among GREATBATCH LTD., a New York corporation ("Borrower"), 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 modified as of the date hereof to include Grantor as a "Grantor" thereunder and as the same may be further amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted to the Agent, for the benefit of the Secured Parties (as that term is defined in that certain Amended and Restated Credit Agreement dated as of June 24, 2011 by and among Borrower, 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).

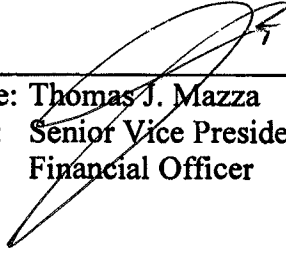
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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, Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of February 16, 2012.

NEURONEXUS TECHNOLOGIES, INC.

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

*Signature page to Grant of Security Interest –Trademarks*

**Schedule A**

**Marks**

<b><u>Mark</u></b>	<b><u>Application/ Registration Number</u></b>	<b><u>Date of Application/ Registration</u></b>	<b><u>Current Owner</u></b>
NEURONEXUS	3,740,370	1/19/2010	NeuroNexus Technologies, Inc.