

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
SIERRA INTERNATIONAL INC.		09/18/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	THL CORPORATE FINANCE, INC., AS COLLATERAL AGENT		
Street Address:	100 FEDERAL STREET, 31ST FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3262799	MAGFORCE	
Registration Number:	3428352	SIERRA	
Registration Number:	3428353	SIERRA	
Registration Number:	3587693	PRIME LINE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	73675/045		

CH \$115.00 3262799

NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	09/18/2012
Total Attachments: 4 source=Trademark Security Agreement - Sierra (THL-Teleflex)#page1.tif source=Trademark Security Agreement - Sierra (THL-Teleflex)#page2.tif source=Trademark Security Agreement - Sierra (THL-Teleflex)#page3.tif source=Trademark Security Agreement - Sierra (THL-Teleflex)#page4.tif	

GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Sierra International Inc. (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 September 18, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of THL Corporate Finance, Inc., 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 September 18, 2012.

SIERRA INTERNATIONAL INC.

By: Matthew Lozow
Name: Matthew Lozow
Title: Vice President, Secretary and
Assistant Treasurer

STATE OF New York

ss.:

COUNTY OF New York

On this 11th day of September, 2012, before me personally came Matthew Lozow, 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 Vice President of Sierra International Inc., 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.

Rachelle Mally Dornvil
[NOTARY SEAL]

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

[Signature Page to Trademark Security Agreement – Sierra International Inc.]


TRADEMARK
REEL: 004863 FRAME: 0131

SCHEDULE A

Trademarks

Schedule to Trademark Security Agreement – Sierra International Inc.

Registered trademarks and registration applications for trademarks:

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