

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orthohelix Surgical Designs, Inc.		10/04/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4089925	ORTHOHELIX
Registration Number:	4154939	ORTHOHELIX UNIVERSITY
Registration Number:	3907175	ORTHOLINK
Registration Number:	3386979	CALCLOCK
Registration Number:	3337167	MAXTORQUE
Registration Number:	3350038	SHARKLOCK
Registration Number:	3438631	HEXSTAR
Registration Number:	3518229	
Registration Number:	3166406	SURGEONS SPEAK WE DELIVER
Registration Number:	3357124	KAYLOCK
Registration Number:	3166261	DRLOCK
Registration Number:	3146539	MAXLOCK
Registration Number:	3920525	EDGELOCK

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Registration Number:	3917684	DFX
Registration Number:	3815302	ZP
Registration Number:	3677638	QI
Registration Number:	3684053	EXTREME
Registration Number:	3925953	MAXLOCK EX
Serial Number:	85644989	EXTREME HTS
Serial Number:	85519268	MISO
Serial Number:	85519255	ISO
Serial Number:	85299019	POCKETLOCK
Serial Number:	85104366	TRIBRID
Serial Number:	78547244	ORTHOHELIX
Serial Number:	78442853	ORTHOHELIX

CORRESPONDENCE DATA

Fax Number: 9194168328
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4794
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	10/04/2012

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT dated as of October 4, 2012 (this "Agreement"), among Orthohelix Surgical Designs, Inc., a Delaware corporation (the "Grantor") and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated October 4, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tornier N.V., a Dutch naamloze vennootschap ("Holdings"), Tornier, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

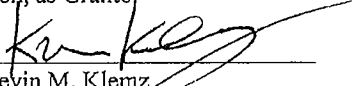
SECTION 4. Termination. Upon Payment in Full the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

ORTHOHELIX SURGICAL DESIGNS, INC., a Delaware corporation, as Grantor

By: 
Name: Kevin M. Klemz
Title: Chief Financial Officer and Secretary

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004873 FRAME: 0666

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: Alysa Trakas
Name:
Title:

Alysa A. Trakas
Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004873 FRAME: 0667

Schedule I

Orthohelix Surgical Designs, Inc.
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
ORTHOHELIX	4089925	01/24/12
ORTHOHELIX UNIVERSITY	4154939	06/05/12
ORTHOLINK	3907175	01/18/11
CALCLOCK	3386979	02/19/08
MAXTORQUE	3337167	11/13/07
SHARKLOCK	3350038	12/04/07
HEXSTAR	3438631	05/27/08
Design only	3518229	10/14/08
SURGEONS SPEAK WE DELIVER	3166406	10/31/06
KAYLOCK	3357124	12/18/07
DRLOCK	3166261	10/31/06
MAXLOCK	3146539	09/19/06
EDGELOCK	3920525	02/15/11
DFX	3917684	02/08/11
ZP	3815302	07/06/10
QI	3677638	09/01/09
EXTREME	3684053	09/15/09
MAXLOCK EX	3925953	03/01/11

Pending Applications

Mark	Appl. No.	Filing Date
EXTREME HTS	85644989	06/06/12
MISO	85519268	01/18/12
ISO	85519255	01/18/12
POCKETLOCK	85299019	04/19/11
TRIBID	85104366	08/10/10
ORTHOHELIX and Design	78547244	01/13/05
ORTHOHELIX	78442853	06/29/04

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