

## 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
Tornier, 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: 16			
Property Type	Number	Word Mark	
Registration Number:	4106552	SOLOSTITCH	
Registration Number:	3946102	TUNNELBRIDGE	
Registration Number:	3670994	OSTEOCURE	
Registration Number:	3288620	TRANS-HEAD	
Registration Number:	3884189	ASCEND	
Registration Number:	3938734	AFFINITI	
Registration Number:	4003114	WAVE CALCANEAL FRACTURE PLATE	
Registration Number:	3694356	BIOFIBER	
Registration Number:	3690275	INSITE	
Registration Number:	3570739	SMARTMETAL	
Registration Number:	3347170	COVERLOC	
Registration Number:	3343063	DVO	
Serial Number:	85111972	AEQUALIS ASCEND	

Serial Number:	85020797	INSPYRE
Serial Number:	77933746	SIMPLICITI SHOULDER SYSTEM
Serial Number:	77896550	CORTILOC

#### 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
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NAME OF SUBMITTER:	John E. Slaughter
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Signature:	/John E. Slaughter/
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Date:	10/04/2012
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT dated as of October 4, 2012 (this "Agreement"), among Tornier, 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.

TORNIER, INC., a Delaware corporation, as Grantor

By: 

Name: Kevin M. Kleinz

Title: Vice President, Chief Legal Officer and Secretary

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

By: \_\_\_\_\_

Name:

Title:

Signature Page to Trademark Security Agreement

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 A. Trakas  
Name:

Title:

**Alysa A. Trakas**  
**Director**

Signature Page to Trademark Security Agreement

**Schedule I**

**Tornier, Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SOLOSTITCH	4106552	02/28/12
TUNNELBRIDGE	3946102	04/12/11
OSTEOCURE	3670994	08/18/09
TRANS-HEAD	3288620	09/04/07
ASCEND	3884189	11/30/10
AFFINITI	3938734	03/29/11
WAVE CALCANEAL FRACTURE PLATE and Design	4003114	07/26/11
BIOFIBER	3694356	10/06/09
INSITE	3690275	09/29/09
SMARTMETAL	3570739	02/03/09
COVERLOC	3347170	12/04/07
DVO	3343063	11/27/07

**Pending Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
AEQUALIS ASCEND	85111972	08/20/10
INSPYRE	85020797	04/22/10
SIMPLICITI SHOULDER SYSTEM	77933746	02/11/10
CORTILOC	77896550	12/18/09

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