

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           |
|-------------------------------|----------|----------------|-----------------------|
| Micro Power Electronics, Inc. |          | 01/05/2012     | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

|                 |   |
|-----------------|---|
| Name:           | Manufacturers and Traders Trust Company |
| Street Address: | P.O. Box 1358                           |
| City:           | Buffalo                                 |
| State/Country:  | NEW YORK                                |
| Postal Code:    | 14240-1358                              |
| Entity Type:    | CORPORATION: NEW YORK                   |

PROPERTY NUMBERS Total: 8

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 3045324 | MICRO POWER     |
| Registration Number: | 3045327 | MICRO POWER     |
| Registration Number: | 3049599 | THE POWER IS ON |
| Registration Number: | 3144433 | SECURAPACK      |
| Registration Number: | 3164664 | SECURAPACK      |
| Registration Number: | 2200689 | SELFCHARGE      |
| Registration Number: | 2966248 | SELFCHARGE      |
| Registration Number: | 4007544 | IRONWORKS       |

CORRESPONDENCE DATA

Fax Number: 2028428465  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 202-842-8800  
 Email: dctrademarks@dbr.com  
 Correspondent Name: Amy E. Carroll

OP \$215.00 3045324

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/

Date: 10/18/2012

**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST

WHEREAS, MICRO POWER ELECTRONICS, INC., a Delaware 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).

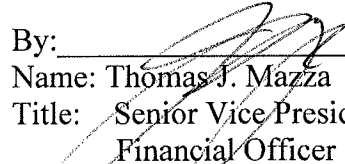
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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 January 5, 2012.

MICRO POWER ELECTRONICS, INC.

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

*Signature page to Grant of Security Interest –Trademarks*

Schedule A

Marks

| <u>Mark</u>                             | <u>Application/<br/>Registration<br/>Number</u> | <u>Date of<br/>Application/<br/>Registration</u> | <u>Current Owner</u>          |
|---|---|--|-------------------------------|
| MICRO POWER (and Design)                | 3,045,324                                       | 1/17/06  | Micro Power Electronics, Inc. |
| MICRO POWER (and Design)                | 3,045,327                                       | 1/17/06  | Micro Power Electronics, Inc. |
| THE POWER IS ON (stylized)              | 3,049,599                                       | 1/24/06  | Micro Power Electronics, Inc. |
| SECURAPACK                              | 3,144,433                                       | 9/19/06  | Micro Power Electronics, Inc. |
| SECURAPACK                              | 3,164,664                                       | 10/31/06   | Micro Power Electronics, Inc. |
| SELFCHARGE (stylized)                   | 2,200,689                                       | 10/27/98   | Micro Power Electronics, Inc. |
| SELFCHARGE                              | 2,966,248                                       | 7/12/05  | Micro Power Electronics, Inc. |
| IRONWORKS                               | 4,007,544                                       | 8/2/11   | Micro Power Electronics, Inc. |
| GLOBAL LEADER IN PORTABLE POWER SYSTEMS | None (common law mark)                          |  | Micro Power Electronics, Inc. |