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Expires 06/30/99  
OMB 0651-0027

06-17-1999

U.S. Department of Commerce  
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RECORDATION FORM COVER SHEET  
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6-17-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

- Formerly
- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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01 FC:481 40.00 CH  
02 FC:484 120.00 CH

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Laura E. Goldbard

6/16/99

Name of Person Signing

Signature

Date Signed

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

Dated as of November 1, 1996

and

Effective as of December 31, 1996

Among

HANGER ORTHOPEDIC GROUP, INC.

ALBUQUERQUE PROSTHETIC CENTER, INC.

CAPITAL ORTHOPEDICS, INC.

DOBI-SYMPLEX, INC.

DORSCH PROSTHETICS & ORTHOTICS, INC.

GREINER AND SAUR ORTHOPEDICS, INC.

J.E. HANGER, INC.

J.E. HANGER OF CALIFORNIA, INC.

J.E. HANGER, INC. OF GEORGIA

MEMPHIS ORTHOPEDIC, INC.

RALPH STORRS, INC.

SCOTT ORTHOPEDICS, INC.

SCOTT ORTHOPEDICS OF NORTHERN COLORADO, INC.

YORK PROSTHETICS, INC.

and

ZIELKE ORTHOTICS & PROSTHETICS, INC.

## AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION, dated as of November 1, 1996, by and among Hanger Orthopedic Group, Inc., a Delaware corporation ("Parent"); and the following wholly-owned subsidiaries of Parent: Albuquerque Prosthetic Center, Inc., a New Mexico corporation ("Albuquerque"); Capital Orthopedics, Inc., a Colorado corporation ("Capital"); DOBI-Symplex, Inc., a Delaware corporation ("DOBI"); Dorsch Prosthetics & Orthotics, Inc., a New York corporation ("Dorsch"); Greiner and Saur Orthopedics, Inc., a Colorado corporation ("Greiner"); J.E. Hanger, Inc., a Delaware corporation ("JEH"); J.E. Hanger of California, Inc., a Delaware corporation ("JEHC"); J.E. Hanger, Inc. of Georgia, a Georgia corporation ("JEHG"); Memphis Orthopedic, Inc., a Delaware corporation ("Memphis"); Ralph Storrs, Inc., a Delaware corporation ("Storrs"); Scott Orthopedics, Inc., a Colorado corporation ("Scott"); Scott Orthopedics of Northern Colorado, Inc., a Colorado corporation ("Scott/NC"); York Prosthetics, Inc., a Delaware corporation ("York"); and Zielke Orthotics & Prosthetics, Inc., a Delaware corporation ("Zielke") (Albuquerque, Capital, DOBI, Dorsch, Greiner, JEH, JEHC, JEHG, Memphis, Storrs, Scott, Scott/NC, York and Zielke being hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the respective Boards of Directors of Parent and each of the Constituent Corporations have approved the merger of certain of the Constituent Corporations with and into the remaining Constituent Corporations, as well as the sale of certain assets of certain Constituent Corporations to other Constituent Corporations, all upon the terms and subject to the conditions set forth herein, with all remaining and surviving Constituent Corporations continuing to be wholly-owned subsidiaries of Parent.

NOW, THEREFORE, in consideration of the mutual premises and agreements herein contained, the parties hereto intending to be legally bound do agree as follows:

### ARTICLE I

#### MERGER, SALE AND REORGANIZATION

Section 1.1 Merger, Sale and Reorganization. As of the effective dates set forth below, unless otherwise provided herein, the following transactions (the "Merger, Sale and Reorganization") shall be deemed to be effective and have occurred in the following order:

- (a) As of November 1, 1996, the product distribution assets and liabilities of the O&P Express Division of JEH shall be sold and transferred to JEHG in consideration for

(i) the assumption by JEHG of such liabilities and (ii) the sale and transfer by JEHG to JEH of the patient care assets of JEHG as set forth in Section 1.1(b) below;

(b) As of December 31, 1996, the patient care assets and liabilities of JEHG shall be sold and transferred to JEH in consideration for (i) the assumption by JEH of such liabilities and (ii) the sale and transfer by JEH to JEHG of the product distribution assets of the O&P Express Division of JEH as set forth in Section 1.1(a) above;

(c) As of December 31, 1996, Storrs shall be merged with and into DOBI; and

(d) As of December 31, 1996, Albuquerque, Capital, Dorsch, Greiner, JEHC, Memphis, Scott, Scott/NC, York and Zielke (together with Storrs, being hereinafter collectively referred to as the "Merging Constituent Corporations") shall be merged with and into JEH.

Section 1.2 Effect of the Merger, Sale and Reorganization.  
As a result of the transactions described in Section 1.1 hereof, the effect of the Merger, Sale and Reorganization shall be as follows:

(a) The product distribution business of Parent and all Constituent Corporations shall be owned and operated by JEHG, with the corporate name of JEHG being changed to Southern Prosthetic Supply, Inc. ("SPS");

(b) The patient care and professional services business of Parent and all Constituent Corporations shall be owned and operated by JEH, with the corporate name of JEH being changed to Hanger Prosthetics & Orthotics, Inc.;

(c) The manufacturing business of Parent and all Constituent Corporations shall be owned and operated by DOBI; and

(d) The corporate administration of Parent and all Constituent Corporations shall be performed by Parent.

As a further result of the Merger and Reorganization, the separate existence of the Merging Constituent Corporations shall cease and the remaining and surviving Constituent Corporations, including JEH, JEHG and DOBI (the "Surviving Constituent Corporations"), shall succeed to and possess all the respective property, rights, privileges, powers and franchises of the Merging Constituent Corporations and all of their property, real, personal and mixed, and all of the debts due on whatever account to them, as well as all stock subscriptions and other choses in action belonging to

any of them; and all claims, demands, property and other interests shall be the respective property of the applicable Surviving Constituent Corporation, and the title to all real estate vested in any of the Merging Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, Sale and Reorganization, but shall be vested in the respective Surviving Constituent Corporations. Furthermore, the assets of JEH which are sold and transferred to JEHG shall hereafter constitute the sole and separate property of JEHG, and the assets of JEHG which are sold and transferred to JEH shall hereafter constitute the sole and separate property of JEH, with each of JEH and JEHG hereby agreeing to do all acts necessary to comply with all state laws which apply to such sales and transfers of assets between JEH and JEHG. The rights of creditors of any of the Constituent Corporations shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against any Constituent Corporation, or any stockholder, director or officer thereof, be released or impaired by the Merger, Sale and Reorganization, but the respective Surviving Constituent Corporation shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each applicable Merging Constituent Corporation which has merged with and into such Surviving Constituent Corporation in the same manner and to the same extent as if the applicable Surviving Constituent Corporation had itself incurred such liabilities or obligations. The stockholders, directors, and officers of each of the Merging Constituent Corporations shall continue to be subject to any and all the liabilities, claims and demands existing against them at or before the effectiveness of the Merger, Sale and Reorganization, subject to any rights of indemnification existing as of the date hereof. The purposes, articles of incorporation, bylaws, officers and directors of each of the Surviving Constituent Corporations after the effectiveness of the Merger, Sale and Reorganization shall continue to be the same as prior to the date of this Agreement. All the outstanding shares of each of the Surviving Constituent Corporations shall continue to be owned solely and entirely by Parent. The Parent and each Surviving Constituent Corporation shall take whatever action is deemed necessary to assume the obligations of the Merging Constituent Corporations under all agreements to which each Merging Constituent Corporation is a party.

Section 1.3 Effectiveness of Merger, Sale and Reorganization. The Merger, Sale and Reorganization shall be deemed to be effective as of the dates set forth in Section 1.1 hereof, prior to which time properly executed Certificates of Merger shall have been duly filed by the Surviving Constituent Corporations with the various Secretaries of State of the states with which such Certificates of Merger are required to be filed

under laws of the state of incorporation of the respective Constituent Corporations, which filings shall be made as soon as practicable after the date of this Agreement. JEH and JEHG hereby mutually agree to waive any requirements to comply with any bulk sales or transfers laws relating to the sale transactions referred to in Section 1.1 hereof between JEH and JEHG.

## ARTICLE II

### BOARD OF DIRECTOR AND SHAREHOLDER APPROVALS

Section 2.1 Board of Director and Shareholder Approvals. Each Constituent Corporation hereby represents that its respective Board of Directors has duly approved the execution of this Agreement, the Merger, Sale and Reorganization and all transactions relating thereto, to the extent such Board approval is necessary under the laws of the state of incorporation of such Constituent Corporation. Parent, as the sole shareholder of each Constituent Corporation, hereby approves of the Merger, Sale and Reorganization and all transactions relating thereto.

## ARTICLE III

### MISCELLANEOUS

Section 3.1 Additional Agreements. Each of the parties hereto agrees to use its best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement, to obtain all necessary waivers, consents and approvals, to effect all necessary registrations and filings, to execute all necessary additional documents and instruments and to remove any legal bar to the Merger, Sale and Reorganization (and, in such case, to proceed with the Merger, Sale and Reorganization as expeditiously as possible). In case at any time after the effectiveness of the Merger and Reorganization any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of Parent and each Surviving Constituent Corporation shall take all such necessary action. The parties hereto intend that the Merger, Sale and Reorganization shall qualify as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code, as amended.

Section 3.2 Termination. This Agreement may be terminated in writing at any time prior to effectiveness by mutual consent of the Board of Directors of Parent and each Constituent Corporation. In the event of termination of this Agreement by Parent and the Constituent Corporations, this Agreement shall forthwith become void and there shall be no liability on the part of Parent or any Constituent Corporation or any of its respective directors, officers, employees or agents.

Section 3.4 Amendment. This Agreement may be amended by the parties hereto by an instrument in writing signed on behalf of each of the parties hereto.

Section 3.5 Other Provisions. This Agreement (including the documents and instruments referred to herein) (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) is not intended to confer upon any other person any rights or remedies hereunder; (iii) shall not be assigned by operation of law or otherwise; and (iv) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware without regard to conflicts of law provisions. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

Section 3.6 Other Subsidiaries. Nothing herein is intended to affect the other subsidiaries of Parent, being (i) OPNET, Inc., a Nevada corporation which is a wholly-owned subsidiary of Parent; (ii) Columbia Brace Acquisition Corp., a Delaware corporation which is an 80%-owned subsidiary of Parent; and (iii) Hanger Europe N.V., a Belgium corporation which is a 55%-owned subsidiary of Parent.

IN WITNESS WHEREOF, Parent and each of the Constituent Corporations have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

ATTEST:

HANGER ORTHOPEDIC GROUP, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President



ATTEST:

ALBUQUERQUE PROSTHETIC CENTER, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

CAPITAL ORTHOPEDICS, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

DOBI-SYMPLEX, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

DORSCH PROSTHETICS & ORTHOTICS,  
INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

GREINER AND SAUR ORTHOPEDICS, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

J.E. HANGER, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

J.E. HANGER OF CALIFORNIA, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

J.E. HANGER, INC. OF GEORGIA

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

MEMPHIS ORTHOPEDIC, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

RALPH STORRS, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

SCOTT ORTHOPEDICS, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

SCOTT ORTHOPEDICS OF NORTHERN  
COLORADO, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

YORK PROSTHETICS, INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President

ATTEST:

ZIELKE ORTHOTICS & PROSTHETICS,  
INC.

By: RICHARD A. STEIN  
Richard A. Stein  
Secretary

By: IVAN R. SABEL  
Ivan R. Sabel  
President