

09-01-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8-31-99

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Banque Paribas, New York Branch, as
Collateral Agent
787 Seventh Avenue
New York, NY 10019

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Hanger Orthopedic Group, Inc.
Internal Address: _____
Street Address: 7700 Old Georgetown Road
City: Bethesda State: MD ZIP: 20814

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State MD
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Designations must be a separate document from Assignment.
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release

Execution Date: July 1, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark registration No.(s)

See Attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anne H. Lewallen

Internal Address: Worldwide Plaza

Cravath, Swaine & Moore

Street Address: 825 Eighth Ave., 44th FL

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

09/01/1999 DNGUYEN 00000015 2042961
01 FC:481 40.00 DP
02 FC:482 25.00 DP

DO NOT USE THIS SPACE

9. 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.

Anne H. Lewallen

TRADEMARK
REEL: 001951 FRAME: 0308

12

SCHEDULE OF TRADEMARKS and TRADEMARK APPLICATIONS

<u>MARK</u>	<u>REG./APPL. NO.</u>	<u>REG. DATE</u>
OPNET	2,042,961	3-11-97
Orthopedic Group, Inc. Hanger	1,911,834	8-15-95

TRADEMARK AND PATENT RELEASE

This Release granted on this 1 day of July, 1999, by Banque Paribas, as Collateral Agent ("Collateral Agent"), to Hanger Orthopedic Group, Inc., a Delaware corporation ("Assignor"), as follows:

WITNESSETH

WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain (i) U.S. trademarks, trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks") and (ii) U.S. patents, patent registrations and patent applications more particularly set forth on Schedule B attached hereto (the "Patents") to secure the Obligations (as defined in the Security Agreement, dated November 1, 1996, between the Collateral Agent and the Assignor (the "Security Agreement")); and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Trademarks and Patents to the Assignor and to dissolve any and all Liens and encumbrances respecting the (i) Trademarks shown on the attached Schedule A and (ii) Patents shown on the attached Schedule B hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Trademarks and Patents, and more particularly, the security interest in the (i) trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, granted to the Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on December 19, 1996, at Trademark Reel 1540, Frame 0727 in the United States Patent and Trademark Office and (ii) patents, patent registrations and patent applications as set forth on Schedule B hereto, granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on December 19, 1996, at Trademark Reel 1540, Frame 0727 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,

has caused this instrument to be executed under seal on the date first written above.

Banque Paribas,
as Collateral Agent

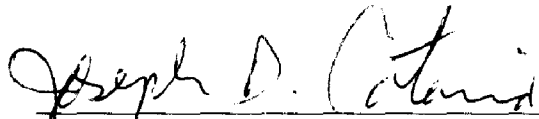
By 
Name: Darryl M. Monasebian
Title: Director

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this ____ day of July, 1999, before me personally appeared Darryl M. Monasebian, to me known who, being by me duly sworn, did depose and say that he is Director of Banque Paribas described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority granted by Banque Paribas.



Notary Public

JOSEPH CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, 19~~99~~00

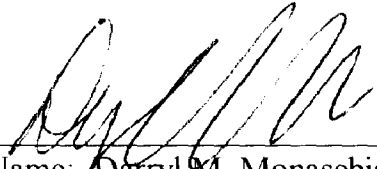
SCHEDULE OF PATENTS

<u>PATENT</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
The PARELLA-FEMORAL BRACE	5,277,697	1-4-94

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,

has caused this instrument to be executed under seal on the date first written above.

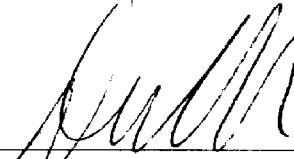
Banque Paribas,
as Collateral Agent

By 
Name: Darryl M. Monasebian
Title: Director

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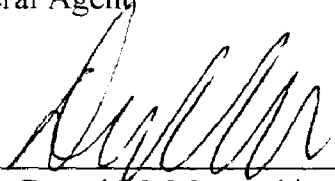
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Banque Paribas,
as Collateral Agent,

By 

Name: Darryl M. Monasebian

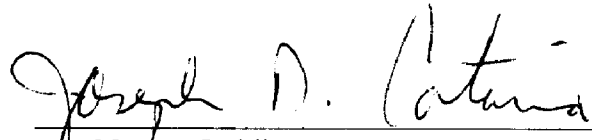
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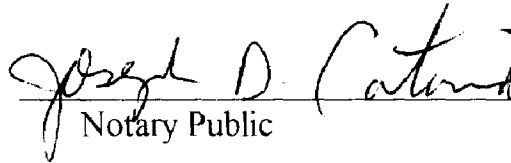
JOSEPH CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, 1999

STATE OF NEW YORK)

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Notary Public


JOSEPH CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, 19-2001

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

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Commission Expires June 1, 1999