04-17-2002

3-27-02

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RE

102057744

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨

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

1. Name of conveying party(ies):
NovaCare Orthotics & Prosthetics West, Inc (re-named Hanger Prosthetics & Orthotics, West, Inc.), 2 Bethesda Metro Ctr, 12th Flr Bethesda, MD

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State California
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: BNP Paribas
Internal Address:
Street Address: 787 Seventh Avenue
City: NY State: NY Zip: 10019

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Commercial Bank

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

OFFICE OF PUBLIC RECORDS
2002 MAR 27 AM 10:25
FINANCE SECTION

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other Grant of Security Interest

Execution Date: 02/28/02

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

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
1485182

Additional number(s) attached [ ] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Danice Kowalczyk, Esq.
Internal Address: White & Case
Street Address: 1155 Avenue of the Americas
City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) $40.00
- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:
23-1705
(Attach duplicate copy of this page if paying by deposit account)

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.

Danice Kowalczyk, Esq.
Name of Person Signing

Signature

3/26/02
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/16/2002 AAHMED1 00000072 1485182
01 FC1481 40.00 OP

SCHEDULE OF TRADEMARKS

Trademark	Reg./Ser. No.	Reg. Date
REDI-LITE	1,485,182	Reg. 04/19/88;

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NovaCare Orthotics & Prosthetics West, Inc. (acquired by Hanger Orthopedic Group, Inc. and currently re-named Hanger Prosthetics & Orthotics West, Inc.) (the "Grantor"), a California corporation, with principal offices at 2 Bethesda Metro Center, 12th Floor, Bethesda, Maryland 20814, hereby assigns and grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Assignor's rights, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 15, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the __ day of February, 2002.

NovaCare Orthotics & Prosthetics West, Inc. (acquired by Hanger Orthopedic Group, Inc. and currently re-named Hanger Prosthetics & Orthotics & West, Inc.), Grantor

By Glenn Lehmann
Name: Glenn Lehmann
Title: Secretary

BNP Paribas, as Collateral Agent and Grantee

By C. Scaillier
Name: CATHERINE SCAILLIER
Title: Director

STATE OF MO)
) ss:
COUNTY OF Montgomery

On this 28 day of Feb, 2002, before me personally came _____ Glenn Ohrmann who, being by me duly sworn, did state as follows: that [s]he is Secretary of NovaCare Orthotics & Prosthetics West, Inc., (acquired by Hanger Orthopedic Group, Inc. and currently re-named Hanger Prosthetics & Orthotics East, Inc.), that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

NEWYORK 858789 (2K)

STATE OF New York)
) ss:
COUNTY OF New York)

On this 14th day of February, 2002 before me personally came Catherine Scaillier who, being by me duly sworn, did state as follows: that [s]he is Director of BNP Paribas, that [s]he is authorized to execute the foregoing Grant on behalf of said entity and that [s]he did so by authority of the Board of Directors of said entity.

Theresa R. Santiago
Notary Public

THERESA R. SANTIAGO
Notary Public, State of New York
No. 01SA6050929
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires 11-13-2002

NEWYORK 858789 (2K)