

FORM PTO-1594  
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Atty Docket No. G3560.271100

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

## 1. Name of conveying party(ies):

**Hanger Orthopedic Group, Inc.**

- ☐ Individuals(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State - Delaware  
☐ Other

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other

Execution Date: October 3, 2003

## 2. Name and address of receiving party(ies)

Name: **General Electric Capital Corporation**

Internal Address:

Street Address: **500 West Monroe Street**City: **Chicago**State: **IL** Zip: **60661**

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State **Delaware**  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No N/AAdditional names(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,763,838

Additional numbers attached? ☐ Yes ☒ No

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

Name: **William H. Brewster**Internal Address: **Kilpatrick Stockton LLP**Street Address: **1100 Peachtree St., Suite 2800**City: **Atlanta** State: **GA** Zip: **30309**6. Total number of applications and registrations involved: **1**7. Total fee (37 CFR 3.41).....\$ **40.00**☐ Enclosed☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

## 8. Deposit account number:

**11-0860****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.

**Valetta A. Northcutt**

Name of Person Signing

Signature

Date

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

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **HANGER ORTHOPEDIC GROUP, INC.**, a Delaware Corporation (the "Grantor") with principal offices at Two Bethesda Metro Center, 12<sup>th</sup> Floor, Bethesda, Maryland 20814, hereby assigns and grants to **GENERAL ELECTRIC CAPITAL CORPORATION**, as Collateral Agent, with principal offices at 500 West Monroe Street, Chicago, Illinois 60661 (the "Grantee"), a security interest in (i) all of the Grantor'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, and (iii) 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 through the Third Amendment to Credit Agreement and First Amendment to Security Agreement dated April 5, 2003 by Hanger Orthopedic Group, Inc. ("Hanger") and the direct and indirect subsidiaries of Hanger party thereto in favor of General Electric Capital Corporation, as successor Collateral Agent to BNP Paribas and as supplemented by that certain Security Agreement Joinder Agreement, dated as of April 30, 2003 (as amended, supplemented, or otherwise modified 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 Marks 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 3 day of October, 2003.

HANGER ORTHOPEDIC GROUP, INC., Grantor

By: Glenn M. Lohrmann  
Glenn M. Lohrmann, Secretary

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Collateral Agent and Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Duly Authorized Signatory


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 3 day of October, 2003.

HANGER ORTHOPEDIC GROUP, INC., Grantor

By: \_\_\_\_\_  
Glenn M. Lohrmann, Secretary

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name: LINDSEY RHEAUME  
AUTHORIZED  
Its Duly Authorized Signatory SIGNATORY

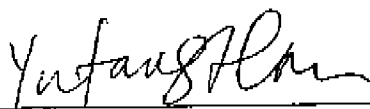
STATE OF MD )  
COUNTY OF Montgomery ) ss:

On this 3rd day of Oct, 2003, before me personally came  
Glena Ackmann who, being by me duly sworn, did state as follows: that  
[s]he is Secretary of HANGER ORTHOPEDIC GROUP, 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.

Deloris Thomas  
Notary Public

STATE OF Maryland )  
COUNTY OF Montgomery ) ss:

On this 2nd day of October, 2003, before me personally came  
Lindsey Rheasme who, being by me duly sworn, did state as follows:  
that [s]he is an authorized signer of GENERAL ELECTRIC CAPITAL  
CORPORATION, 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

Notary Public, Montgomery County, Maryland  
My Commission Expires 7/2/2007

Schedule AU.S. Trademarks

Trademark	Reg./Ser. No.	Issue Date
COMFORTFLEX	***	Pending

\*\*\* App. No. is 76/440,976. Trademark was filed on 8/16/2002, but is not yet registered.