

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Generation II USA, Inc. | | 09/01/2005 | CORPORATION: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Kaupthing Bank HF | | |
| Street Address: | 230 Park Avenue | | |
| Internal Address: | c/o Kaupthing New York, Inc., Ste 1528 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10169 | | |
| Entity Type: | Banking Corporation: | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2799018 | 3DX | |
| Registration Number: | 1858499 | DYNAMIC FORCE STRAP | |
| Registration Number: | 2605788 | SPIRIT | |
| Registration Number: | 2799019 | SYNERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)728-0744 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2027216405 | | |
| Email: | christine.wilson@thomson.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 80 State Street | | |
| Address Line 2: | 6th Floor | | |
| Address Line 4: | Albany, NEW YORK 12207 | | |
| NAME OF SUBMITTER: | Christine Wilson | | |

CH \$115.00 2799018

Signature:

/CHRISTINE WILSON/

Date:

09/29/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Generation II USA, Inc., a Washington corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, (i) Ossur HF. (the "**Borrower**"), the Guarantors party thereto, the Lenders party thereto, and Kaupthing Bank HF., as Facility Agent and Security Agent, are parties to a Facilities Agreement (as amended from time to time, the "**Facility Agreement**"), and (ii) the Borrower and Kaupthing Bank HF. are parties to the Bridge Loan Facility Agreement (as amended from time to time, the "**Bridge Loan Facility Agreement**"), each dated as of August 5, 2005; and

WHEREAS, pursuant to (i) the Facilities Agreement and (ii) a Security Agreement dated as of August 10, 2005 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the US Guarantors party thereto and Kaupthing Bank HF., as Security Agent for the Applicable Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (iii) certain other US Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Applicable Secured Parties a continuing security interest in the Collateral of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor as to which registration has been made or applied for with the United States Patent and Trademark Office, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party relating to any Trademark specified in foregoing clause (i), including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any such Trademark specified in foregoing clause (i) that is owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any such Trademark License specified in foregoing clause (ii) (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing,

provided that the following property is excluded from the foregoing security interests: any general intangibles or other rights arising under any contract, instrument, license or other document, in each such case if (but only to the extent that) the grant of a security interest therein would constitute a material violation of a valid and effective restriction in favor of a third party, unless and until all required consents shall have been obtained. The Lien Grantor shall use all commercially reasonable efforts to obtain any such required consent that is reasonably obtainable.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Facilities Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1 day of September, 2005.

GENERATION II USA, INC.

By: Hjorleifur Palsson
Name: Hjorleifur Palsson
Title: Authorized Signatory

Acknowledged:

KAUPTHING BANK HF.,
as Security Agent

19.05

By: _____
Name:
Title:



IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1 day of September, 2005.

GENERATION II USA, INC.

By: _____
Name:
Title:

Acknowledged:

KAUPTHING BANK HF.,
as Security Agent

By: [Signature] [Signature]
Name: BJARKI PUEBO ASTHALDUR OTTARSDOTTIR
Title: MD CORP. BANKING. MANAGER CORPORATE BANKING

Schedule 1
to Trademark
Security Agreement

GENERATION II USA, INC.

Trademarks Owned

| TITLE | SERIAL NO. | REGISTRATION NO. | STATUS |
|------------------------|------------|------------------|------------|
| 3DX | 76/470,649 | 2,799,018 | REGISTERED |
| DYNAMIC FORCE STRAP | 74/462,233 | 1,858,499 | REGISTERED |
| SPIRIT | 76/210,304 | 2,605,788 | REGISTERED |
| SYNERGY | 76/471,491 | 2,799,019 | REGISTERED |

Trademarks Licenses

None.