

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Jerome Group Inc.		09/01/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Kaupthing Bank HF
<b>Street Address:</b>	230 Park Avenue
<b>Internal Address:</b>	c/o Kaupthing New York, Inc., Ste 1528
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10169
<b>Entity Type:</b>	Banking Corporation:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1715401	MIAMI J
Registration Number:	1720078	MIAMI ACUTE CARE
Registration Number:	1381192	NECLOC
Registration Number:	1458202	NECLOC
Registration Number:	1749990	
Registration Number:	1938004	V1
Registration Number:	1938003	V1
Registration Number:	1890977	JEROME
Registration Number:	2026408	HELPING YOU MEET THE CHALLENGE OF CERVICAL SPINE CARE
Registration Number:	2178925	MIAMI JR
Registration Number:	2635225	MIAMI JTO
Registration Number:	2959129	NECLOC KIDS
Registration Number:	2904538	JEROME

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Registration Number:	2904539	
Registration Number:	2904540	MIAMI JR.
Serial Number:	76538201	AIR WAY
Serial Number:	76544105	PAPOOSE
Serial Number:	76560841	CERVICAL SPINE SYSTEM HELPING YOU MEET THE CHALLENGE

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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
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, The Jerome Group Inc., a Delaware 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.

THE JEROME GROUP INC.

By: Hjorleifur Palsson  
Name: Hjorleifur Palsson  
Title: Assistant Secretary

Acknowledged:

KAUPTHING BANK HF.,  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

1.9.05



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.

THE JEROME GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

KAUPTHING BANK HF.,  
as Security Agent

By: [Signature] [Signature]  
Name: BARKI DIEGD ASTHILDUR OTHARSDOTTIR  
Title: MD CORP BANKING MANAGER CORPORATE BANKING

Schedule 1  
to Trademark  
Security Agreement

**THE JEROME GROUP, INC.**

**U.S. TRADEMARK REGISTRATIONS**

STATUS	DESCRIPTION	REGISTRATION #/ APPLICATION #	APP. YEAR / REG. YEAR
Registered	Miami J	1715401	1992
Registered	Miami Acute Care	1720078	1992
Registered	Necloc	1381192	1986
Registered	Necloc (and design)	1458202	1987
Registered	Logo for Miami J and Mac Collars	1749990	1993
Registered	V1	1938004	1995
Registered	V1 (and design)	1938003	1995
Registered	Jerome (and design)	1890977	1995
Registered	Helping You Meet the Challenge of Cervical Spine Care (Jerome Group)	2026408	1995
Registered	Miami Jr	2178925	1998
Registered	Miami JTG	2635225	2002
Registered	Necloc Kids (and design)	2959129	2005
Registered	Jerome (and design)	2904538	2004
Registered	Spine (and design)	2904539	2004
Registered	Miami Jr. (and design)	2904540	2004
Pending	Airway (and design)	76/538201	
Pending	Papoose	76/544105	
Pending	Cervical Spine Helping You Meet the Challenge	76/560841	

Trademark Licenses

LICENSEE	AGREEMENT	PATENT #/ APP #	DESCRIPTION
U-Chanter Enterprise Co. Ltd.	Trademark License Agreement, dated April 18, 2005	1715401	Miami J
		1890977	Jerome (and design)
		2904538	Jerome (and design)

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