

01-20-2006



RECORD
TRADEMARK 103161652

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

92-17-06

1. Name of conveying party(ies):

Generation II Orthotics Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Company - New Brunswick
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 25, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Kaupthing Bank HF.

Internal

Address: _____

Street Address: Borgartun 19

City: 105 Reykjavik IC

State: _____

Country: Iceland

Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship Iceland

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See document attached

B. Trademark Registration No.(s)

See document attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See document attached

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

Name: McMillan Binch Mendelsohn

Internal Address: _____

Street Address: 1000. Sherbrooke Street West
Suite 2700

City: Montreal

State: Quebec (Canada) Zip: H3A 3G4

Phone Number: 514-987-5025

Fax Number: 514-987-1213

Email Address: kiriakoula.hatzikiriakos@mcmbm.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$US 315.

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Sept. 27, 2005

Date

Kiriakoula Hatzikiriakos

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE 1
to Trade-mark Security Agreement**

GENERATION II ORTHOTICS INC.

CANADA

CANADIAN TRADE-MARK REGISTRATIONS

<u>TRADE-MARK</u>	<u>REG. NO.</u>	<u>FILING DATE/ REG. DATE</u>
GII POLI-AXIAL & DESIGN	TMA363811	Filed: Jan. 4, 1989 Reg'd: Nov. 17, 1989
THE UNLOADER	TMA382486	Filed: March 22, 1990 Reg'd: March 29, 1991
THE UNLOADER ADJ	TMA442914	Filed: May 19, 1994 Reg'd: May 12, 1995
GII TRAINER	TMA473651	Filed: Feb. 29, 1996 Reg'd: March 25, 1997
UNLOADER EXPRESS	TMA488645	Filed: March 6, 1997 Reg'd: Jan. 29, 1998
GII XTREME	TMA512938	Filed: April 30, 1998 Reg'd: July 19, 1999
GII EXTREME	TMA513100	Filed: May 27, 1998 Reg'd: July 22, 1999
FX	TMA526062	Filed: Jan. 21, 1999 Reg'd: March 29, 2000
CASTEK	TMA540629	Filed: July 8, 1999 Reg'd: Feb. 1, 2001
EXTREME	TMA590430	Reg'd: Sept. 22, 2003
G II	TMA590557	Reg'd: Sept. 23, 2003
MATRIX	TMA621823	Reg'd: Oct. 5, 2004
PARADIGM	TMA593752	Reg'd: Nov. 3, 2003

CANADIAN TRADE-MARK APPLICATIONS

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>APP. DATE</u>
OPERATE THROUGH YOUR INITIALS	1,144,105	Filed: June 14, 2002
INDICATOR	1,138,737	Filed: April 24, 2002

UNITED STATES

U.S. TRADE-MARK REGISTRATIONS

<u>TRADE-MARK</u>	<u>REG. NO.</u>	<u>FILING DATE/ REG. DATE</u>
GII POLI-AXIAL & DESIGN	1624643	Filed: March 24, 1989 Reg'd: Nov. 27, 1990
THE UNLOADER	1690007	Filed: May 3, 1990 Reg'd: June 2, 1992
GII TRAINER & Design	2066683	Filed: March 7, 1996 Reg'd: June 3, 1997
GENERATION II	2134037	Filed: Oct. 29, 1996 Reg'd: Feb. 3, 1998
UNLOADER EXPRESS	2161047	Filed: March 14, 1997 Reg'd: May 26, 1998
GII	2128747	Filed: Dec. 18, 1996 Reg'd: Jan. 13, 1998
ADJUSTABLE DYNAMIC JOINT	2298437	Filed: May 16, 1996 Reg'd: Dec. 7, 1999
EXTREME	2809777	Filed: Jan. 29, 2002 Reg'd: Feb. 3, 2004
PARADIGM	2857797	Filed: June 26, 2002 Reg'd: June 29, 2004
OPERATE THROUGH YOUR INITIALS	2804879	Filed: Dec. 13, 2002 Reg'd: Jan. 13, 2004

U.S. TRADE-MARK APPLICATIONS

<u>TRADE-MARK</u>	<u>REG. NO.</u>	<u>FILING DATE</u>
MATRIX	76/381043	Filed: March 11, 2002
INDICATOR	78/151798	Filed: Aug. 7, 2002

TRADE-MARK SECURITY AGREEMENT

(Trade-marks, Trade-mark Registrations, Trade-mark Applications and Trade-mark Licenses)

WHEREAS, GENERATION II ORTHOTICS INC., a New Brunswick company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trade-mark 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 “**Facilities Agreement**”), and (ii) the Borrower and Kaupthing Bank HF. are parties to the Bridge Loan Facility Agreement (as amended from time to time, each dated as of August 5, 2005; and

WHEREAS, pursuant to (i) the Facilities Agreement and (ii) a General Security Agreement dated as of August 25, 2005 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Grantor and Kaupthing Bank HF., as Security Agent for the holders (“**Holdings**”) from time to time of the Indebtedness (as defined therein) (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (“**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Holders a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trade-mark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the 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 “**Trade-mark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each trade-mark (as referenced in the Security Agreement) owned by the Grantor as to which registration has been made or applied for with the Canadian Intellectual Property Office and/or the United States Patent and Trade-mark Office, including, without limitation, each trade-mark 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 trade-mark;

(ii) each trade-mark license to which the Grantor is a party relating to any trade-mark specified in foregoing clause (i), including, without limitation, each trade-mark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trade-mark 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 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 trade-mark specified in foregoing clause (i) that is owned by the Grantor (including, without limitation, any trade-mark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any such trade-mark license specified in foregoing clause (ii) (including, without limitation, any trade-mark 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 Grantor shall use all commercially reasonable efforts to obtain any such required consent that is reasonably obtainable.

The 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 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 Trade-mark Collateral any and all appropriate action which the Grantor might take with respect to the Trade-mark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trade-mark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Facilities Agreement, the 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 Trade-mark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee

with respect to the security interest in the Trade-mark 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 Grantor has caused this Trade-mark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25 day of August, 2005

GENERATION II ORTHOTICS INC.

By: Hjortur Pálsson
Name: HJORTUR PÁLSSON
Title: AUTHORIZED SIGNATORY

Acknowledged:

KAUPTHING BANK HF.,
as Security Agent

By: Þorsteinn Þorsteinsson A. Ottarsdóttir before me 16. 9. 05
Name: ÞORSTEINN ÞORSTEINSSON ASTHILDUR OTTARSDÓTTIR
Title: MD CORP. BANKING MANAGER CORP. BANKING



TRADE-MARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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#755400.01 – Trade-mark Security Agreement (Kaupthing-Ossur)