

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cascade Orthopedic Supply, Inc.		04/28/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CIT Healthcare, LLC
Street Address:	305 Fellowship Road
Internal Address:	Suite 300
City:	Mount Laurel
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76030482	PROSTHECARE
Serial Number:	76040371	PROADVANTAGE
Serial Number:	75933041	PROLINE TOOLS
Serial Number:	74636328	PROFORMANCE
Serial Number:	75933049	PROACTIVE WEAR
Serial Number:	76249258	HYGIENE CLEAN

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue; Suite 3000
 Address Line 2: Patton Boggs LLP

OP \$165.00 76030482

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 024198.0100

NAME OF SUBMITTER: Darren W. Collins

Signature: /Darren W. Collins/

Date: 05/03/2006

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of April 28, 2006, by CASCADE ORTHOPEDIC SUPPLY, INC., a California corporation ("Grantor") in favor of CIT HEALTHCARE LLC, a Delaware limited liability company ("Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Financing Agreement, dated as of the date hereof, by and among Grantor and Lender (as it may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to lend to Grantor certain amounts pursuant to the credit facilities set forth therein (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of Grantor's obligations under the Loan Agreement, Grantor hereby grants to Lender, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

Intellectual Property Security Agreement

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents, Copyrights and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants to Lender, a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender and without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B, and/or Schedule C, hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default,

to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (without recourse and without any representation or warranty of any kind) such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide Lender a schedule of newly registered Copyrights, Patents and Trademarks (if any) within thirty (30) days of such acquisition.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this IP Security Agreement as of the date first written above.

GRANTOR:

CASCADE ORTHOPEDIC SUPPLY, INC.

By: [Signature]
Name: KIRK LEAVY
Title: CEO

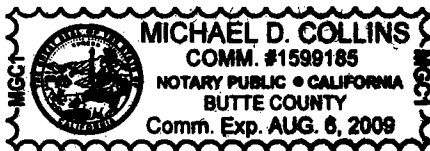
ACKNOWLEDGMENT

STATE OF California _____ :

: SS

COUNTY OF Butte _____ :

Before me, the undersigned, a Notary Public, on this 27th day of April 2006, personally appeared Kirk Leavy ^{provided to me by satisfactory evidence - MC} to ~~me~~ known personally, who, being by me duly sworn, ~~did say that he is the~~ _____ of Cascade Orthopedic Supply, Inc., ^{MC} as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said signer _____ acknowledged said instrument to be his free act and deed.



Michael D. Collins
Notary Public
My Commission Expires: Aug. 6, 2009

SCHEDULE A

COPYRIGHT COLLATERAL

None.

SCHEDULE B

PATENT COLLATERAL

All of Grantor's interest in the Patent claimed under U.S. Patent Application entitled:
"Prosthetic Attachment Locking Device with Dual Locking Mechanism"

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Owner</u>	<u>Expiration</u>
Prosthecare	76-030,482	Cascade Orthopedic Supply, Inc.	04/30/08
Proadvantage	76-040,371	Cascade Orthopedic Supply, Inc.	06/19/07
Proline Tools	75-933,041	Cascade Orthopedic Supply, Inc.	02/12/08
Proformance	74-636,328	Cascade Orthopedic Supply, Inc.	02/30/06
Proactive Wear	75-933,049	Cascade Orthopedic Supply, Inc.	03/19/08
Hygiene Clean	76-249,258	Cascade Orthopedic Supply, Inc.	09/10/08

Pending Trademark Applications

None

Trademark Licenses

None