

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hanger Orthopedic Group, Inc.		05/26/2006	CORPORATION:
Hanger Prosthetics & Orthotics, Inc		05/26/2006	CORPORATION:
Southern Prosthetics Supply, Inc.		05/26/2006	CORPORATION:
Hanger Prosthetics & Orthotics West, Inc		05/26/2006	CORPORATION:
Hanger Prosthetics & Orthotics East, Inc		05/26/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	390 Greenwich Street-1st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2446923	SEAFAB
Registration Number:	2101856	CHARLESTON BENDING BRACE
Registration Number:	2042961	OPNET
Registration Number:	1520220	SPS
Registration Number:	2453799	SEAFAB
Registration Number:	1485182	REDI-LITE
Registration Number:	1594563	SABOLICH
Registration Number:	2763838	COMFORTFLEX
Registration Number:	1911834	ORTHOPEDIC GROUP INC. HANGER

TRADEMARK

REEL: 003326 FRAME: 0921

900051037

CH \$290.00 2446923

Registration Number:	3042446	INSIGNIA
Registration Number:	2943206	MYO-ORTHOTICS

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: thomas.feeney@weil.com, phyllis.eremitaggio@weil.com
 Correspondent Name: Weil, Gotshal & Manges c/o Thomas Feeney
 Address Line 1: 767 5th Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683.0815
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NAME OF SUBMITTER:	Thomas Feeney
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Signature:	/Thomas Feeney/
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Date:	06/14/2006
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 26, 2006, is executed by each of the signatories identified on the signature pages hereto as "Grantors" (the "Grantors"), in favor of CITICORP NORTH AMERICA, INC. ("Citicorp"), as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 26, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HANGER ORTHOPEDIC GROUP, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), LEHMAN BROTHERS INC., as joint lead arranger and joint bookrunner, CITIGROUP GLOBAL MARKETS INC., as joint lead arranger and joint bookrunner, CITICORP NORTH AMERICA, INC., as administrative agent (in such capacity, the "Administrative Agent"), and LEHMAN COMMERCIAL PAPER INC., as syndication agent, GENERAL ELECTRIC CAPITAL CORPORATION, as co-documentation agent, and LASALLE BANK, N.A., as co-documentation agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered to the Administrative Agent a Guarantee and Collateral Agreement in favor of the Administrative Agent (the "Guarantee and Collateral Agreement") to secure and guarantee the Obligations; and

WHEREAS, the Grantors are required to execute and deliver this Trademark Security Agreement pursuant to the Guarantee and Collateral Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Guarantee and Collateral Agreement and used herein have the meanings given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Guarantee and Collateral Agreement) of such Grantor:

- (a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) to the extent not otherwise included, all Proceeds of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; and
- (e) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, including, without limitation, the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable.

Section 3. Guarantee and Collateral Agreement

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

Section 4. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain liable and assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

Section 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

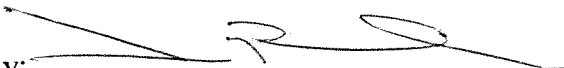
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTORS:

HANGER ORTHOPEDIC GROUP, INC.
HANGER PROSTHETICS &
ORTHOTICS, INC.
SOUTHERN PROSTHETIC SUPPLY, INC.
HANGER PROSTHETICS & ORTHOTICS
WEST, INC.
HANGER PROSTHETICS & ORTHOTICS
EAST, INC.,
as Grantor

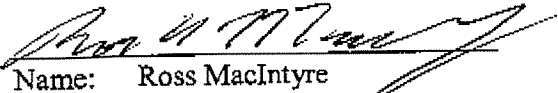
By: 

Name:

Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 
Name: Ross MacIntyre
Title: Managing Director and Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

UNITED STATES	SEAFAB	REGISTERED	75/659,891	3/15/1999	2,446,923	4/24/2001	Hanger Orthopedic Group, Inc.
UNITED STATES	CHARLESTON BENDING BRACE	REGISTERED	74/643,086	3/ 6/1995	2,101,856	9/30/1997	Hanger Orthopedic Group, Inc.
UNITED STATES	OPNET	REGISTERED	75/005,275	10/13/1995	2,042,961	3/11/1997	Hanger Prosthetics & Orthotics, Inc.
UNITED STATES	SPS & Design	REGISTERED	639,206	1/12/1987	1,520,220	1/10/1989	Southern Prosthetics Supply, Inc.
UNITED STATES	PAVET	PENDING	78/654,429	6/20/2005			Hanger Orthopedic Group, Inc.
UNITED STATES	SEAFAB	REGISTERED	75/660,353	3/15/1999	2,453,799	5/22/2001	Hanger Orthopedic Group, Inc.
UNITED STATES	REDI-LITE	REGISTERED	73/684,824	9/17/1987	1,485,182	4/19/1988	Hanger Prosthetics & Orthotics West, Inc.
UNITED STATES	SABOLICH	REGISTERED	75/822,473	8/30/1989	1,594,563	5/ 1/1990	Hanger Prosthetics & Orthotics East, Inc.
UNITED STATES	ComfortFlex (stylized)	REGISTERED	76/440,976	8/16/2002	2,763,838	9/16/2003	Hanger Orthopedic Group, Inc.
UNITED STATES	HANGER ORTHOPEDIC GROUP INC. (stylized)	REGISTERED	74/477,871	1/10/1994	1,911,834	8/15/1995	Hanger Prosthetics & Orthotics, Inc.
UNITED STATES	DOSTEON SOLUTIONS	PENDING	78/812,094	2/10/2006			Hanger Orthopedic Group, Inc.
UNITED STATES	INSIGNIA	REGISTERED	78/237,805	4/15/2003	3,042,446	1/10/2006	Hanger Prosthetics & Orthotics, Inc.
UNITED STATES	MYO-ORTHOTICS	REGISTERED	78/228,068	3/20/2003	2,943,206	4/19/2005	Hanger Prosthetics & Orthotics, Inc.