

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLA. Orthopedics, Inc.		11/02/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	J.P. Morgan Europe Limited
Street Address:	125 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 5AJ UK
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	1793200	ACCULIFT
Registration Number:	2377516	ACCU LIFT
Registration Number:	2261487	ACTIVA
Registration Number:	2012624	ANAGLIDE
Registration Number:	2664204	CARPAL MATE
Registration Number:	2017917	CARTLOCK
Registration Number:	3263406	CINCHER
Registration Number:	2057963	CINCHER BY CHRISTINA
Registration Number:	1564099	CLINITEX
Registration Number:	2535765	CLINITEX
Registration Number:	2243992	CUSTOM FIT
Registration Number:	2501691	CUSTOM FIT
Registration Number:	2626518	DOC ORTHO
Registration Number:	1892624	DYNABACK

CH \$1890.00 1793200

Registration Number:	3058622	EASY AIR
Registration Number:	3155924	EASY STRIDER
Registration Number:	2038580	ENDEAVOR
Registration Number:	2253266	EPI-SPORT
Registration Number:	2224217	EZ-ON
Registration Number:	2463719	FASHIONED FOR FORM AND FUNCTION
Registration Number:	2023389	F L A BRAND
Registration Number:	1850622	FLA ORTHOPEDICS
Registration Number:	2094124	F L A ORTHOPEDICS
Registration Number:	2907948	F L A ORTHOPEDICS
Registration Number:	2908025	FLA ORTHOPEDICS
Registration Number:	3131774	FLAV-LOC
Registration Number:	2299006	FLEXLITE
Registration Number:	2728989	FOAMAIR
Registration Number:	2275540	GEL-BAND
Registration Number:	2469472	GEL-BAND
Registration Number:	2463099	GELCELL
Registration Number:	2305657	GELSHIELD
Registration Number:	2362329	HEALWELL
Registration Number:	2843756	HEALWELL CUB
Registration Number:	2896980	HEALWELL CUB
Registration Number:	2583450	KNEE MATE
Registration Number:	1789867	
Registration Number:	1790974	
Registration Number:	2479582	ORTHOPAEDIC BY DESIGN
Registration Number:	2259996	POSTURA
Registration Number:	2534909	POWER FORM
Registration Number:	2642652	PRESSURELITE
Registration Number:	2197787	PREVENTATIVE SUPPORT FOR THE ACTIVE WOMAN
Registration Number:	2780883	PROFESSIONAL GRADE
Registration Number:	2263576	PRO-LITE
Registration Number:	2045458	SAFE-T-BELT
Registration Number:	1816771	SAFE-T-ELBOW
Registration Number:	2276924	SAFE T GLOVE
Registration Number:	1607380	SAFE-T-LIFT

Registration Number:	1821167	SAFE-T-LIFT
Registration Number:	2013789	SAFE-T-SPORT
Registration Number:	2049861	SAFE-T-STRAP
Registration Number:	1790968	SAFE-T-WRIST
Registration Number:	1815783	SAFE-T-WRIST
Registration Number:	2224220	SHEARTEX
Registration Number:	2917791	SHEERTEX
Registration Number:	2432485	SHEER THERAPY
Registration Number:	2768023	SILVER LABEL
Registration Number:	3059906	SOFT EASE
Registration Number:	2503296	SOFT FORM
Registration Number:	2505626	SOFT FORM
Registration Number:	2548906	SOFT POINT
Registration Number:	2038579	SPECTER
Registration Number:	2038581	STEPLITE
Registration Number:	3039654	SUPPORTS FOR ME
Registration Number:	3226461	SYSTEM LOC
Registration Number:	2288941	TETHER
Registration Number:	1792149	THE SAFER LIFTING STRATEGY
Registration Number:	2008726	UNI-FIT
Registration Number:	2618130	WORK ABOUT
Registration Number:	2583451	WORK ABOUT
Serial Number:	78896757	PRO-FITT
Serial Number:	78796715	RELANO
Serial Number:	77238274	THERALL
Serial Number:	76417400	HOSPITAL GRADE

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 337298

TRADEMARK

REEL: 003670 FRAME: 0543

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	12/03/2007

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, FLA. Orthopedics, Inc., a Florida corporation, and American Orthopedic Supports, Inc., a Florida Corporation (collectively, the “**Grantors**”), own and use in their business, and will in the future adopt and so use, various intangible assets, including the Patent and Trademark Collateral (as defined below); and

WHEREAS, on November 2, 2007, each Grantor acceded to (i) the secured facilities agreement dated February 21, 2006, as amended and/or restated from time to time, including without limitation amendment letters dated March 9, 2006, March 23, 2006, March 24, 2006 and May 19, 2006 respectively, a first supplemental agreement dated December 7, 2006 and a second supplemental agreement dated September 12, 2007, between, *inter alios*, BSN Medical Luxembourg Holding, S.à r.l., the lenders party thereto, the senior facility agent (as amended and/or restated, supplemented or modified from time to time, the **Senior Credit Agreement**), (ii) the secured mezzanine facility agreement dated February 21, 2006, as amended and/or restated from time to time, including without limitation amendment letters dated March 9, 2006, March 23, 2006 and May 19, 2006 respectively, a first supplemental agreement dated December 7, 2006 and a second supplemental agreement dated September 12, 2007, between, *inter alios*, BSN Medical Luxembourg Holding, S.à r.l., the lenders party thereto, the mezzanine facility agent (as amended and/or restated, supplemented or modified from time to time, the **Mezzanine Credit Agreement** and together with the Senior Credit Agreement, the **Facilities Agreements**), and (iii) the intercreditor deed dated February 21, 2006 between, *inter alios*, BSN Medical Luxembourg Holding, S.à r.l., the obligors named therein, the facility agents named therein, J.P. Morgan Europe Limited, as security agent for the Secured Creditors defined therein (in this capacity, the **Secured Party**) and the finance parties party thereto (as amended and/or restated, supplemented or modified from time to time, the **Intercreditor Deed**); and

WHEREAS, as a condition to the obligations of the Lenders under each of the Facilities Agreements to make drawings available under the Facilities Agreements, each Grantor has executed and delivered that certain Security Agreement dated as of November 2, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **Security Agreement**), among the Grantors, the Secured Party and the other security providers named therein.

WHEREAS, under the terms of the Security Agreement, each Grantor has created in favor of Secured Party, for the benefit of the Secured Creditors, a security interest in the Patent and Trademark Collateral, and each Grantor has agreed as a condition thereof to execute this Patent and Trademark Security Agreement for recording with the United States Patent & Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **Patent and Trademark Collateral**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule B annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule B annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent and Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent and Trademark Collateral. For purposes of this Patent and Trademark Security Agreement, the term "**proceeds**" includes whatever is receivable or received when Patent and Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor authorizes and requests that the register of patents and trademarks and any other applicable government officer record this Patent and Trademark Security Agreement.

This Patent and Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent and 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21st day of November, 2007.

FLA. ORTHOPEDICS, INC.,
as a Grantor

By: Stephen C. Brown
Name: Stephen C. Brown
Title: vice president

AMERICAN ORTHOPEDIC SUPPORTS, INC.,
as a Grantor

By: Stephen C. Brown
Name: Stephen C. Brown
Title: vice president

Accepted and Agreed:

J.P. MORGAN EUROPE LIMITED,
as Grantee



By: _____

Name:

Title:

Jonathan Richards

Vice President

SCHEDULE A

See attached.

	PATENT	PATENT #	Jurisdiction	Expiration Date
1.	Adjustable Flexion-Extension Hinge for Hinged Limb Immob.	5,000,169	USA	1/16/10
2.	Ankle Brace	D436,177	USA	1/9/15
3.	Ankle Brace with Densified Batting	5,014,691	USA	1/16/10
4.	Ankle Brace Support and Method	6,394,971	USA	1/30/21
5.	Ankle Foot Orthosis Night Wrap (Design)	D515,217	USA	2/14/20
6.	Back Support and Detachable Apron	D447,603	USA	9/4/15
7.	Back Support and Detachable Apron	D464,467	USA	10/15/16
8.	Back Belt and Method	6,419,652	USA	10/19/19
9.	Body Jacket Closure	5,267,948	USA	5/7/12
10.	Body Support Garment (Cincher)	5,537,690	USA	5/2/14
11.	Body Support Garment (Cincher)	5,765,224	USA	11/18/16
12.	CarpalMate Motion Modulation Device	D463,566	USA	9/24/16
13.	Carpal Tunnel Device & Method (Utility)	6,517,501	USA	10/2/20
14.	Carpal Tunnel Wrist Support (Design)	D468,434	USA	1/7/17
15.	Combined Maternity Abdominal and Lumbar Support	D437,416	USA	2/6/15
16.	Detachable Back, Belt, Apron, Method (Old AP)	5,318,507	USA	7/2/12
17.	Detachable Back, Belt, Apron, Method (Detachable Side Pulls)	5,656,021	USA	7/2/12
18.	Detachable Back Support, Apron and Method	6,336,908 B1	USA	2/1/20
19.	Disposable Liner for the Multi AFO/Contracture Splint	6,994,681	USA	12/5/23
20.	Elbow Support Compression and Method	6,398,749	USA	4/6/20
21.	Hernia Belt (Design)	D480,145	USA	9/30/17
22.	Hernia Belt (Utility)	6,422,242B1	USA	8/21/20
23.	Hernia Brief (Utility)	6,622,719B1	USA	9/25/23
24.	Hernia Brief (Design)	D482,512	USA	11/25/17
25.	Hinge for Ankle Walker Brace (Design)	D489,135	USA	4/27/18
26.	Knee Hinge (Anaglide)	5,244,455	USA	7/19/11
27.	Knee Pad Cover for a Knee Pad or the Like	D451,645	USA	12/4/15
28.	Knee Pad (Design)	D453,976S	USA	2/26/16
29.	Leg and Ankle Brace (VGO)	4,974,583	USA	4/10/10
30.	Lifting Belt	5,147,261	USA	3/6/11
31.	Lifting Belt and Method	5,399,151	USA	9/10/13
32.	Lifting Belt, Panel and Method	5,656,020	USA	7/2/12
33.	Low Modulus Synthetic Fiber Casting System	5,823,978	USA	4/24/16
34.	Lumbar Spine Support	5,207,636	USA	5/7/12
35.	Method of Using a Lifting Belt in Combination with an Accessory	5,693,006	USA	2/29/16
36.	Motion Modulation Device for a Hand	D463,565	USA	9/24/16
37.	Night Foot Splint Insert (Cub Shell) Design	D495,058	USA	8/24/18
38.	Night Foot Splint (#2) Design	D497,207	USA	10/21/18
39.	Night Splint for a Foot (Miller)	D434,504	USA	2/1/14
40.	Night Splint (Design) (Cub)	D481,798	USA	11/4/17
41.	Orthopedic Night Foot Splint(was Cub Night Splint (CIP of 10/388,689)	7,182,743	USA	3/14/23
42.	Patella Strap	6,077,242	USA	2/24/18
43.	Patella Strap Method	6,080,124	USA	2/24/18
44.	Shaped Lifting Belt and Method	5,499,965	USA	12/30/14
45.	SoftForm Posture Control Brace (Design)	D499,806	USA	3/3/18
46.	Stay Support for Hand/Wrist (Design)	D468,019	USA	12/31/16
47.	Surface Ormentationation for a Foot Splint (Design)	D496,466	USA	10/28/17
48.	Tennis Elbow Band and Method (GelBand)	5,971,947	USA	2/17/18
49.	Tennis Elbow Band and Method	6,149,617	USA	2/17/18
50.	Thermal Lumbar Wrap (Design)	D496,108 S	USA	9/14/18
51.	Thumb Wrist Splint and Method	6,146,348	USA	5/24/19
52.	Thumb Wrist Splint and Method	6,196,985 B1	USA	5/24/19
53.	Universal Carpal Tunnel (CarpalMate)	6,740,056	USA	9/4/21
54.	Universal Wrist Splint (Design) (UniFit Wrist)	D477,088	USA	7/8/17
55.	Body Support Garment (Cincher)	2,268,713	CANADA	11/18/17
56.	Night Footsplint (Design)	104,151	CANADA	9/16/14
57.	Night Footsplint (Utility)	1538	MEXICO	9/12/13
58.	Orthopedic Night Footsplint	000074026-0001	EU	9/4/28

* F.L.A. Orthopedics, Inc. owns all items listed herein

SCHEDULE B

See attached.

Trademarks

	REGISTRATION/ APPLICATION	(DATE)	FIRST USE	SECTION 8 & 15	CUSTOMS RECORDATION
1. AccuLift	1,793,200 2,377,516	(9/14/93) (8/15/00)	4/92 4/92	Y ABANDONED	To ABANDON
2. Activa	2,261,487	(7/13/99)	10/13/97	Y	
3. Anaglide	2,012,624	(10/29/96)	1/96	Y (8 & 9 Renewal)	
4. CarpalMate	2,664,204	(12/17/02)	2/6/01		
5. CartLock	2,017,917	(11/19/96)	2/16/95	'06 (8 & 9 Renewal)	
6. Cincher	3,263,406	(7/10/07)			
7. Cincher by Christina	2,057,963	(9/11/06)		(8 & 9 Renewal)	
8. Clinitek	1,564,099 2,535,765	(11/7/89) (2/5/02)	5/20/88 3/5/92	N	ABANDONED
9. CustomFit	2,243,992 2,501,691	(5/4/99) (10/30/01)	12/31/94 12/31/94	Y Y	Abandoned-DEA
10. Doc Ortho	2,626,518	(9/24/02)	10/01	Y	
11. Dynaback	1,892,624	(5/2/95)	10/25/93	Y	
12. Easy Air	3,058,622	(2/14/06)			
13. Easy Strider	3,155,924	(10/17/06)			
14. Endeavor	2,038,580	(2/18/97)	2/16/95	NA	Abandoned-DEA
15. EPI Sport	2,253,266	(6/15/99)	5/26/98	Y	
16. EZ ON	2,224,217	(2/16/99)	1/1/91	Y	
17. Fashioned for Form & Function	2,463,719	(6/26/01)	2/29/00	Y	
18. FLA Brand	2,023,389	(12/17/96)	8/1/95	Y (8 & 9 Renewal)	
19. FLA Orthopedics - old w/FLA state	1,850,622	(8/23/94)	7/88	ABANDONED - FL	Abandoned-DEA
FLA Orthopedics - new	2,094,124	(9/9/97)		Y	
20. "FLA Orthopedics" (10/03 New App)	2,907,948	(12/7/04)	8/18/01		Effective 5/9/06
21. F.L.A. Orthopedics & Design	2,094,124	(9/9/97)	7/1/95	Y	
22. FLA ORTHOPEDICS & LOGO	2,908,025	(12/7/04)	10/31/03		
23. FLA V-LOC	3,131,774	8/22/06			
24. FlexLite	2,299,006	(12/7/99)	6/17/98	Y	
25. Foamair	2,728,989	(6/24/03)	4/15/02		
26. Gel-Band	2,275,540 2,469,472	(9/7/99) (7/17/01)	2/28/98 2/28/98	Y Y	
27. GellCell	2,463,099	(6/26/01)	2/28/98	Y	
28. GelShield	2,305,657	(1/4/00)	6/22/98	Y	
29. HealWell	2,362,329	(6/27/00)	8/99	Y	
30. HealWell Cub	2,843,756	(5/18/04)	9/15/03		
31. HealWell Cub & Design	2,896,980	(10/26/04)	9/15/03		
32. KneeMate	2,583,450	(6/18/02)	9/21/01	N	ABANDONED
33. Liftman Illustration	1,789,867 1,790,974	(8/24/93) (8/31/93)	4/92 4/92	Y Y	
34. Orthopaedic by Design	2,479,582	(8/21/01)	2/29/00		
35. Postura	2,259,996	(7/6/99)	3/3/99	Y	
36. PowerForm	2,534,909	(1/29/02)	6/25/01	Y	
37. PressureLite	2,642,652	(10/29/02)	12/17/01		
38. Preventative Support for the Active Woman	2,197,787	(10/20/98)	10/31/97	Y	
39. PRO-FITT	78/896,757	(5/31/06)		ABANDONED	
40. Professional Grade (Supplemental Register)	2,780,883	(11/4/03))	12/95		
41. ProLite	2,263,576	(7/20/99)	8/7/97	Y	
42. Relano	78/796,715		8/3/06		
43. Safe-T-Belt	2,045,458	(3/18/97)	9/1/91	Y (8&9 Renewal)	
44. Safe-T-Elbow	1,816,771	(1/18/94)	9/87	Y	
45. Safe-T-Glove	2,276,924	(9/7/99)	1/8/96	Y	
46. Safe-T-Lift	1,607,380 1,821,167	(7/24/90) (2/15/94)	4/87 9/92	Y Y	
47. Safe-T-Sport	2,013,789	(11/5/96)	11/1/95	'06 (8 & 9 Renewal)	
48. Safe-T-Strap	2,049,861	(4/1/97)	9/1/95	N	ABANDONED
49. Safe-T-Wrist	1,790,968 1,815,783	(8/31/93) (1/11/94)	11/89 4/5/93	Y Y	
50. ShearTex	2,224,220	(2/16/99)	1/1/91	Y	
51. SheerTex (Intent to Use) (Use Filing)	2,917,791	(1/11/05)	7/30/04		
52. Sheer Therapy	2,432,485	(3/6/01)	10/13/97	Y	
53. Silver Label	2,768,023	(9/23/03)	1/15/03		
54. Soft Ease	3,059,906	(2/21/06)			
55. SoftForm (Supplemental)	2,503,296	(10/20/01)	2/29/00	Y	
(Supplemental)	2,505,626	(11/6/01)	2/29/00		
55. SoftPoint	2,548,906	(3/19/02)	5/9/00	Y	
57. Specter	2,038,579	(2/18/97)	2/16/95	Y (8 & 9 Renewal)	
58. StepLite	2,038,581	(2/18/97)	2/16/95	Y (8 & 9 Renewal)	Effective 4/30/20X
59. Supports For Me	3,039,654	(1-10-06)			

* FLA Orthopedics, Inc. owns all items listed herein other than No. 10 (Doc Ortho)

* The Doc Ortho trademark is owned by American Orthopedic Supports, Inc.

60.	System Loc	3,226,461	(4/10/07)	1995		
61.	Tether	2,288,941	(10/26/99)	9/16/98	Y	
62.	Therall (TM as of 9/10/07)	App # 77,238,274	(7/25/07)			
63.	The Safer Lifting Strategy	1,792,149	(9/7/93)	4/92	Y	
64.	UniFit	2,008,726	(10/15/96)	1/1/95	Y	
65.	Work-About	2,618,130	(9/10/02)	9/21/01	N	To ABANDON
		2,583,451	(06/18/02)	9/21/01	N	To ABANDON
Use with TM only, no registration						
66.	Cinch Loc			6/2007		
67.	Complements			2/2007		
66.	Gel foam			12/95		
67.	Hospital Grade	App. 76/417,400	(6/5/02)	12/95		
68.	PowerCentric			9/02		
69.	Soft Fit			5/1999		
70.	Walk Easy					
71.	ProFitt			1995		

Pending Application

Trademark Applications

		<u>Application #</u>	<u>First Use</u>
1.	Relano	78/796,715	8/3/06
2.	Cincher - China	5661005	Filed 10/16/06
3.	Easy Strider - China	4889733	Filed 9/8/05
4.	Cincher - Taiwan		Filed 10/2/06