

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
Hanger Orthopedic Group, Inc.		12/01/2010	CORPORATION: DELAWARE
Accelerated Care Plus Corp.		12/01/2010	CORPORATION: DELAWARE
Hanger Prosthetics & Orthotics, Inc.		12/01/2010	CORPORATION: DELAWARE
Linkia, LLC		12/01/2010	LIMITED LIABILITY COMPANY: MARYLAND
Southern Prosthetic Supply, Inc.		12/01/2010	CORPORATION: GEORGIA
Innovative Neurotics, Inc.		12/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street, Mail Code TX1-492-14-12
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3804259	OMNIBAND
Registration Number:	3788168	OMNIPRO
Registration Number:	3463332	OMNICYCLE
Registration Number:	3399777	OMNIPAD
Registration Number:	1880494	DRYTIME
Registration Number:	1450593	OMNISTIM
Registration Number:	1450594	OMNISOUND
Registration Number:	2943206	MYO-ORTHOTICS
Registration Number:	3042446	INSIGNIA

TRADEMARK

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Registration Number:	3058861	ANSWER2
Registration Number:	3330019	ANSWER 2
Registration Number:	3454226	ANSWER 2
Registration Number:	3839383	DOSTEON SOLUTIONS
Registration Number:	3468542	LINKSPAN
Registration Number:	3358569	LINKIA
Registration Number:	3342821	
Registration Number:	2930219	SF
Registration Number:	3796199	CONFIDENCE IN MOTION
Registration Number:	3510868	CARES
Registration Number:	3450422	V-HOLD
Registration Number:	3294987	PAVET
Registration Number:	2763838	COMFORTFLEX
Registration Number:	2101856	CHARLESTON BENDING BRACE
Registration Number:	1911834	ORTHOPEDIC GROUP INC. HANGER
Registration Number:	3005209	WALKAIDE
Serial Number:	85091603	ACCELERATED CARE PLUS
Serial Number:	85091656	ACP
Serial Number:	85091692	
Serial Number:	85042426	OMNIVR
Serial Number:	85042444	OMNIWALK
Serial Number:	77826568	REVOLUTIONIZING REHABILITATION
Serial Number:	77742954	OMNISMART HANDLE
Serial Number:	77387588	OMNIPROBE
Serial Number:	85170009	OMNITEST
Serial Number:	77620439	SUREFIT
Serial Number:	85058028	CORELINE
Serial Number:	77947080	VAC-PIN
Serial Number:	77495540	HEALTHSCAPE

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: steven.kovalan@thomsonreuters.com

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

TRADEMARK
REEL: 004433 FRAME: 0249

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Steven Kovalan

Signature:

/Steven Kovalan/

Date:

12/14/2010

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 1, 2010, by Hanger Orthopedic Group, Inc., Accelerated Care Plus Corp., Hanger Prosthetics & Orthotics, Inc., Linkia, LLC, Southern Prosthetic Supply, Inc. and Innovative Neurotronics, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security 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 Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. At such time as the Loans, the reimbursement obligations under any Letter of Credit and the other Obligations (other than contingent indemnification or similar obligations not yet due, Borrower Hedge Agreement Obligations and Guarantor Hedge Agreement Obligations) shall have been paid in full, the Commitments have been termi-

nated and no Letters of Credit shall be outstanding (unless cash collateralized on terms acceptable to the L/C Issuer or such Letter of Credit becomes a Supported Letter of Credit) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

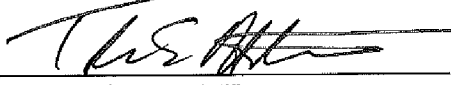
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor 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,

HANGER ORTHOPEDIC GROUP, INC.
HANGER PROSTHETICS & ORTHOTICS, INC.
INNOVATIVE NEUROTRONICS, INC.
LINKIA, LLC
SOUTHERN PROSTHETIC SUPPLY, INC.

By: 
Name: Thomas E. Hartman
Title: Assistant Secretary

ACCELERATED CARE PLUS CORP.

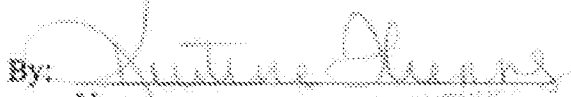
By: 
Name: Thomas E. Hartman
Title: Assistant Secretary

Trademark Security Agreement Signature Page

TRADEMARK
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Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent




By: 
Name: Kristine Deane
Title: First Vice President

[Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Accelerated Care Plus Corp.	3,804,259	OMNIBAND
Accelerated Care Plus Corp.	3,788,168	OMNIPRO
Accelerated Care Plus Corp.	3,463,332	OMNICYCLE
Accelerated Care Plus Corp.	3,399,777	OMNIPAD
Accelerated Care Plus Corp.	1,880,494	DRYTIME
Accelerated Care Plus Corp.	1,450,593	OMNISTIM (Stylized)
Accelerated Care Plus Corp.	1,450,594	OMNISOUND (Stylized)
Hanger Prosthetics & Orthotics, Inc.	2,943,206	MYO-ORTHOTICS
Hanger Prosthetics & Orthotics, Inc.	3042446	INSIGNIA
Hanger Prosthetics & Orthotics, Inc.	3058861	
Hanger Prosthetics & Orthotics, Inc.	3330019	ANSWER2
Hanger Prosthetics & Orthotics, Inc.	3454226	ANSWER2
Hanger Orthopedic Group, Inc.	3839383	DOSTEON SOLUTIONS
Hanger Orthopedic Group, Inc.	3468542	LINKSPAN
Linkia, LLC	3358569	LINKIA
Linkia, LLC	3342821	LINKIA STARFISH LOGO 
Southern Prosthetic Supply, Inc.	2930219	SF & DESIGN 
Hanger Orthopedic Group, Inc.	3,796,199	CONFIDENCE IN MOTION
Hanger Orthopedic Group, Inc.	3,510,868	CARES
Hanger Orthopedic Group, Inc.	3,450,422	V-HOLD
Hanger Orthopedic Group, Inc.	3,294,987	PAVET
Hanger Orthopedic Group, Inc.	2,763,838	ComfortFlex (stylized)
Hanger Orthopedic Group, Inc.	2,101,856	CHARLESTON BENDING BRACE
Hanger Prosthetics & Orthotics, Inc.	1,911,834	HANGER ORTHOPEDIC GROUP INC. (stylized)

By license/permission:

LICENSEE	LICENSOR	REGISTRATION NUMBER	TRADEMARK
Innovative Neurotronics, Inc.	Biomotion Ltd.	3005209	WALKAIDE

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Accelerated Care Plus Corp.	85/091,603	ACCELERATED CARE PLUS
Accelerated Care Plus Corp.	85/091,656	ACP
Accelerated Care Plus Corp.	85/091,692	Miscellaneous Design (Person with Raised Arms)
Accelerated Care Plus Corp.	85/042,426	OMNIVR
Accelerated Care Plus Corp.	85/042,444	OMNIWALK
Accelerated Care Plus Corp.	77/826,568	REVOLUTIONIZING REHABILITATION
Accelerated Care Plus Corp.	77/742,954	OMNISMART HANDLE
Accelerated Care Plus Corp.	77/387,588	OMNIPROBE
Accelerated Care Plus Corp.	85/170,009	OMNITEST
Southern Prosthetic Supply, Inc.	77/620439	SUREFIT
Southern Prosthetic Supply, Inc.	85/058028	CORELINE
Hanger Prosthetics & Orthotics, Inc.	77/947080	VAC-PIN
Hanger Orthopedic Group, Inc.	77/495540	HEALTHSCAPE

OTHER TRADEMARKS:

Registrations:

By license/permission

LICENSEE	LICENSOR	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Innovative Neurotronics, Inc.	Biomotion Ltd.	TMA617163	Canada	WALKAIDE

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
Accelerated Care Plus Corp.	32458/2010	Japan	OMNIBAND
Southern Prosthetic Supply, Inc.	7416051	China	SUREFIT
Southern Prosthetic Supply, Inc.	7416052	China	SUREFIT