

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
The Orthotic Group Inc.		09/23/2011	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	BMO Capital Corporation		
Street Address:	1 First Canadian Place, 11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85393444	ARCHITECH	
Registration Number:	3808882	OG THE ORTHOTIC GROUP	
Registration Number:	2951351	GAITSCAN	
Serial Number:	85079276	LEATHERFLEX	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1698653		

CH \$115.00 85393444

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/26/2011

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 23rd day of September, 2011, THE ORTHOTIC GROUP INC., an Ontario corporation (the "*Corporation*") with its principal place of business and mailing address at 160 Markland Street, Markham, ON L6C 0C6 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO CAPITAL CORPORATION, a Canadian corporation, with its mailing address at 1 First Canadian Place, 11th Floor, Toronto, Ontario M5X 1A1 and its successors and assigns (the "*Lender*"), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Corporation against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all indebtedness, obligations and liabilities (the "*Secured Obligations*") of the Corporation and certain affiliates of the Corporation as set out in that certain Debenture bearing even date herewith by the Corporation in favor of the Lender, as the same may be amended, modified, or restated from time to time (the "*Debenture Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by the Corporation for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as the Corporation's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

The Corporation does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Debenture Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Corporation has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE ORTHOTIC GROUP INC.

By Anthony F. Pineda
 Name ANTHONY F. PINEIDA
 Title CEO

Accepted and agreed to as of the date and year last above written.

BMO CAPITAL CORPORATION

By _____
 Name _____
 Title _____

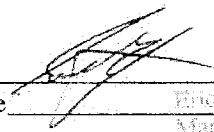
IN WITNESS WHEREOF, the Corporation has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE ORTHOTIC GROUP INC.

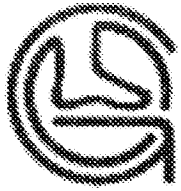
By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO CAPITAL CORPORATION

By  _____
Name Eric E. Engowiz
Title Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

Trade-mark or Industrial Design	Serial No.	Registration No.	Status
ARCHITECH	US 85-393444 (Appl. No.)		Application Pending
THE ORTHOTIC GROUP & Design  The Orthotic Group		US 3,808,882	Registered
GAITSCAN		US 2,951,351	Registered
LEATHERFLEX		US 4,007,424	Registered