

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
Accelerated Care Plus Corp.		06/17/2013	CORPORATION: DELAWARE
GENESIS MEDICAL GROUP, LLC		06/17/2013	LIMITED LIABILITY COMPANY: OREGON
HANGER PROSTHETICS & ORTHOTICS, INC.		06/17/2013	CORPORATION: DELAWARE
HANGER INC.		06/17/2013	CORPORATION: DELAWARE
INNOVATIVE PROSTHETICS CARE, INC.		06/17/2013	CORPORATION: MISSOURI
INNOVATIVE PROSTHETICS CARE TUPELO, LLC		06/17/2013	LIMITED LIABILITY COMPANY: MISSOURI
LINKIA, LLC		06/17/2013	LIMITED LIABILITY COMPANY: MARYLAND
NASCOTT, INC.		06/17/2013	CORPORATION: DELAWARE
SOUTHERN PROSTHETIC SUPPLY, INC.		06/17/2013	CORPORATION: GEORGIA
TEAM POST-OP, INC.		06/17/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code TX1-492-14-12
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	3042446	INSIGNIA
Registration Number:	3058861	ANSWER2

CH \$1215.00 3042446

Registration Number:	3330019	ANSWER 2
Registration Number:	3454226	ANSWER 2
Registration Number:	3941943	VAC-PIN
Registration Number:	3358569	LINKIA
Registration Number:	3342821	
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:	4086901	HANGER
Registration Number:	3630269	AMPUTEE EMPOWERMENT PARTNERS
Registration Number:	3839383	DOSTEON SOLUTIONS
Registration Number:	3468542	LINKSPAN
Registration Number:	1790201	ORPRO
Registration Number:	2952732	MAKING DREAMS HAPPEN
Registration Number:	4070953	SUREFIT
Registration Number:	3971879	CORELINE
Registration Number:	4087646	SPS
Registration Number:	3745771	TEAM POST-OP, INC.
Registration Number:	3339532	ORTHOXPRESS
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:	4043934	ACCELERATED CARE PLUS
Registration Number:	4011293	ACP
Registration Number:	3992451	
Registration Number:	3955983	OMNIVR
Registration Number:	4129100	REVOLUTIONIZING REHABILITATION

TRADEMARK

REEL: 005054 FRAME: 0823

	4324662	OMNISMART HANDLE
Registration Number:	4115854	OMNITEST
Registration Number:	4183452	COMFORTLOCK
Serial Number:	85824016	NASCOTT
Registration Number:	3005209	WALKAIDE
Serial Number:	85302614	AMPUSHIELD
Serial Number:	85335366	EMPOWERING HUMAN POTENTIAL
Serial Number:	85528266	
Serial Number:	85528295	
Serial Number:	85528347	
Serial Number:	85978850	

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	699651
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/24/2013

Total Attachments: 10
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ACCELERATED CARE PLUS CORP.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 06/17/13

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Street Address: 901 Main Street, Mail Code TX1-492-14-12

City: Dallas

State: TX

Country: USA Zip: 75202-3714

- Individual(s) Citizenship _____
- Association Citizenship US - FED
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Zafoon Siddiqi, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3744

Docket Number: _____

Email Address: zsiddiqi@cahill.com

6. Total number of applications and registrations involved:

75

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

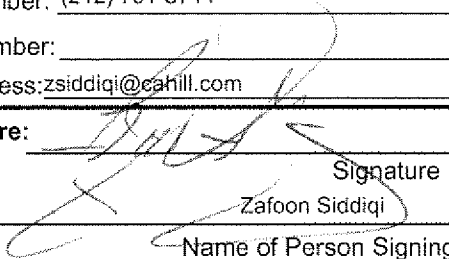
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature
 Zafoon Siddiqi
 Name of Person Signing

June 21, 2013

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of Trademark Recordation Form Cover Sheet):

GENESIS MEDICAL GROUP, LLC
OR LLC
Citizenship – US – OR

HANGER PROSTHETICS & ORTHOTICS, INC.
DE Corporation
Citizenship – US – DE

HANGER INC.
DE Corporation
Citizenship – US – DE

INNOVATIVE PROSTHETICS CARE, INC.
MS Corporation
Citizenship – US – MS

INNOVATIVE PROSTHETICS CARE TUPELO, LLC
MS LLC
Citizenship – US – MS

LINKIA, LLC
MD LLC
Citizenship – US – MD

NASCOTT, INC.
DE Corporation
Citizenship – US – DE

SOUTHERN PROSTHETIC SUPPLY, INC.
GA Corporation
Citizenship – US – GA

TEAM POST-OP, INC.
CA Corporation
Citizenship – US – CA

Trademark Security Agreement

Trademark Security Agreement, dated as of June 17, 2013, by the pledgors listed on the signature page hereto (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 dated June 17, 2013 (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 or the Credit Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

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 and the 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 terminated 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,

ACCELERATED CARE PLUS CORP.
GENESIS MEDICAL GROUP, LLC
HANGER PROSTHETICS & ORTHOTICS, INC.
HANGER, INC.
INNOVATIVE PROSTHETIC CARE, INC.
INNOVATIVE PROSTHETIC CARE TUPELO, LLC
LINKIA, LLC
NASCOTT, INC.
SOUTHERN PROSTHETIC SUPPLY, INC.
TEAM POST-OP, INC.

By: 

Name: Thomas E. Hartman
Title: Vice President, General Counsel and
Assistant Secretary

Accepted and Agreed:

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

By: Christine Trotter

Name:

Title: Christine Trotter
Assistant Vice President

[Signature Page to Trademark Security Agreement]




TRADEMARK
REEL: 005054 FRAME: 0830

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:


OWNER	REGISTRATION NUMBER	TRADEMARK
Hanger Prosthetics & Orthotics, Inc.	3042446	INSIGNIA
Hanger Prosthetics & Orthotics, Inc.	3058861	
Hanger Prosthetics & Orthotics, Inc.	3330019	ANSWER2
Hanger Prosthetics & Orthotics, Inc.	3454226	ANSWER2
Hanger Prosthetics & Orthotics, Inc.	3941943	VAC-PIN
Linkia, LLC	3358569	LINKIA LINKIA STARFISH LOGO
Linkia, LLC	3342821	
Hanger, Inc.	3,796,199	CONFIDENCE IN MOTION
Hanger, Inc.	3,510,868	CARES
Hanger, Inc.	3,450,422	V-HOLD
Hanger, Inc.	3,294,987	PAVET
Hanger, Inc.	2,763,838	ComfortFlex (stylized)
Hanger, Inc.	2,101,856	CHARLESTON BENDING BRACE
Hanger, Inc.	1,911,834	
Hanger, Inc.	4,086,901	HANGER 
Hanger, Inc.	3,630,269	AMPUTEE EMPOWERMENT PARTNERS
Hanger, Inc.	3839383	DOSTEON SOLUTIONS
Hanger, Inc.	3468542	LINKSPAN
Hanger, Inc.	1,790,201	OrPro
Hanger, Inc.	2,952,732	Making Dreams Happen
Southern Prosthetic Supply, Inc.	4070953	SUREFIT

Southern Prosthetic Supply, Inc.	3971879	CORELINE
Southern Prosthetic Supply, Inc.	4,087,646	SPS TEAM POST-OP, INC.
Team Post-Op, Inc.	3745771	 ORTHOXPRESS
Team Post-Op, Inc.	3339532	
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)
Accelerated Care Plus Corp.	4,043,934	ACCELERATED CARE PLUS
Accelerated Care Plus Corp.	4,011,293	ACP 
Accelerated Care Plus Corp.	3,992,451	Miscellaneous Design (Person with Raised Arms)
Accelerated Care Plus Corp.	3,955,983	OMNIVR
Accelerated Care Plus Corp.	4,129,100	REVOLUTIONIZING REHABILITATION
Accelerated Care Plus Corp.	4,324,662	OMNISMART HANDLE
Accelerated Care Plus Corp.	4,115,854	OMNITEST
Genesis Medical Group, LLC	Unregistered	GENESIS MEDICAL GROUP mark
Genesis Medical Group, LLC	Unregistered	GENESIS MEDICAL GROUP marks with company logo
Genesis Medical Group, LLC	Unregistered	...WE WORK FOR YOU slogan
Genesis Medical Group, LLC	Unregistered	miscellaneous design mark/company logo
Innovative Prosthetic Care, Inc.	4,183,452	ComfortLock
Innovative Prosthetic Care Tupelo, LLC	Unregistered	oval Innovative Prosthetic design mark
Innovative Prosthetic Care, Inc.	Unregistered	oval Innovative Prosthetic design mark
Nascott, Inc.	85824016	NASCOTT

By license/permission:

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

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Hanger, Inc.	85/302,614	AMPUSHIELD EMPOWERING HUMAN POTENTIAL 
Hanger, Inc.	85,335,366	
Hanger, Inc.	85/528,266	
Hanger, Inc.	85/528,295	
Hanger, Inc.	85/528,347	
Hanger, Inc.	85/978,850	

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Hanger, Inc.	1196134	Australia	V-HOLD
Hanger, Inc.	0572216	Benelux	CHARLESTON
Hanger, Inc.	0572215	Benelux	BENDING BRACE & Design
Hanger, Inc.	829328874	Brazil	CHARLESTON
Hanger, Inc.	TMA806516	Canada	BENDING BRACE
Southern Prosthetic Supply, Inc.	7416051	China	V-HOLD
Southern Prosthetic Supply, Inc.	7416052	China	CARES
Hanger, Inc.	006691638	European Union	SUREFIT
Hanger, Inc.	007331895	European Union	SUREFIT
Hanger, Inc.	006691638	European Union	CARES
Hanger, Inc.	007331895	European Union	CARES

Hanger, Inc.	004869806	European Union	PAVET
Hanger, Inc.	006239461	European Union	V-HOLD
Hanger, Inc.	186972	Israel	PAVET
Hanger, Inc.	5130513	Japan	V-HOLD
Hanger, Inc.	5299490	Japan	CARES
Accelerated Care Plus Corp.	5428525	Japan	OMNIBAND
Hanger, Inc.	365010	Russia	V-HOLD
Hanger, Inc.	1788619	Spain	CHARLESTON BENDING BRACE
Hanger, Inc.	1753733	Spain	CHARLESTON
Hanger, Inc.	308533	Sweden	CHARLESTON Logo
Hanger, Inc.	2007/46696	Turkey	V-HOLD

By license/permission

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

Applications: NONE.