

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDI CORPORATION		04/28/2017	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as administrative agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3933073	ROOMY	
Serial Number:	86916988	ROOMY	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7037125361		
Email:	scotugno@mcguirewoods.com		
Correspondent Name:	Shannon Cotugno		
Address Line 1:	1750 Tysons Blvd		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Shannon Cotugno		
SIGNATURE:	/Shannon Cotugno/		
DATE SIGNED:	05/31/2017		
Total Attachments: 5			
source=GOLUB-TMSecurity#page1.tif			
source=GOLUB-TMSecurity#page2.tif			
source=GOLUB-TMSecurity#page3.tif			
source=GOLUB-TMSecurity#page4.tif			

OP \$65.00 3933073

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2017, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, 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 February 27, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Orthotic Holdings, Inc., a Delaware corporation ("US Borrower"), The Orthotic Group Inc., a corporation organized under the laws of the Province of Ontario, the Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement, dated as of the date hereof, by the US Borrower, the Grantor, and the Administrative Agent and pursuant to a Guaranty and Security Agreement, dated as of February 27, 2015 (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") by the Loan Parties in favor of Administrative Agent, to guarantee the Obligations of the Borrowers; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Any capitalized terms used herein without definition has the meanings provided for such term in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, 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; and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in any "intent to use" Trademark application shall be deemed granted until such time, if any, as a statement of use has been filed with and accepted by the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

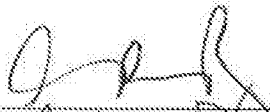
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

GRANTOR:

MDI CORPORATION,
an Alabama corporation

By: 
Name: Andrew Pezz
Title: CEO

Signature Page to Trademark Security Agreement (MDI)

89350743

TRADEMARK
REEL: 006073 FRAME: 0462

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC, as Administrative Agent

By: 

Name: Marc C. Robinson
Title: Managing Director

Signature Page to Trademark Security Agreement (MDI)

89350743

TRADEMARK
REEL: 006073 FRAME: 0463

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Filing office	Serial Number	Filing Date	Registration Number	Registration Date	Owner Name	Status
ROOMY	USPTO	85/093,004	07/26/2010	3,933,073	03/15/2011	MDI Corporation	Registered
ROOMY	United States	86/916,988	02/23/2016			MDI Corporation	Published