

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hanger, Inc.		03/06/2018	Corporation: DELAWARE
Accelerated Care Plus Corp.		03/06/2018	Corporation: DELAWARE
Southern Prosthetic Supply, Inc.		03/06/2018	Corporation: GEORGIA
Linkia, LLC		03/06/2018	Limited Liability Company: MARYLAND
Health In Motion, LLC		03/06/2018	Limited Liability Company: DELAWARE
Nascott, Inc.		03/06/2018	Corporation: DELAWARE
TMC Orthopedic, L.P.		03/06/2018	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One Independence Center
Internal Address:	101 N. Tryon St., MC: NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	85091603	ACCELERATED CARE PLUS
Serial Number:	85091656	ACP
Serial Number:	87609633	ACP
Serial Number:	86213068	AMPOWER
Serial Number:	86146166	AMPUSHIELD
Serial Number:	77560045	AMPUTEE EMPOWERMENT PARTNERS
Serial Number:	76632501	ANSWER 2
Serial Number:	78512893	ANSWER2
Serial Number:	85528347	
Serial Number:	85528266	

OP \$1640.00 85091603

Property Type	Number	Word Mark
Serial Number:	86213112	BEME
Serial Number:	74643086	CHARLESTON BENDING BRACE
Serial Number:	76440976	COMFORTFLEX
Serial Number:	85547135	COMFORTLOCK
Serial Number:	85058028	CORELINE
Serial Number:	87290124	DR. SOLE
Serial Number:	85978850	
Serial Number:	85335366	EMPOWERING HUMAN POTENTIAL
Serial Number:	86639501	EXOSYM
Serial Number:	85309582	HANGER
Serial Number:	87395763	HANGER CLINIC
Serial Number:	86068067	IN PROSTHETIC COMPONENTS
Serial Number:	78237805	INSIGNIA
Serial Number:	87197824	K-PAVET
Serial Number:	77085957	LINKIA
Serial Number:	77086246	
Serial Number:	76577044	MACKIE
Serial Number:	86675161	MEGAPULSE
Serial Number:	85091692	
Serial Number:	87429329	MOBILITY EMPOWERMENT SCORECARD
Serial Number:	77682542	OMNIBAND
Serial Number:	77113842	OMNICYCLE
Serial Number:	77742954	OMNISMART HANDLE
Serial Number:	73637115	OMNISOUND
Serial Number:	87024401	OMNISTAND
Serial Number:	73637076	OMNISTIM
Serial Number:	87024352	OMNISWD
Serial Number:	85170009	OMNITEST
Serial Number:	87024369	OMNIVERSA
Serial Number:	85042426	OMNIVR
Serial Number:	74303476	ORPRO
Serial Number:	87609617	OUTCOMES ACCELERATED
Serial Number:	78654429	PAVET
Serial Number:	77826568	REVOLUTIONIZING REHABILITATION
Serial Number:	85343519	SPS
Serial Number:	77620439	SUREFIT
Serial Number:	77947080	VAC-PIN
Serial Number:	77120039	V-HOLD

Property Type	Number	Word Mark
Serial Number:	74506194	DRYTIME
Serial Number:	86929749	SYNCHRONY DYSPHAGIA SOLUTIONS BY ACP
Serial Number:	85329139	ADVANCED PROSTHETICS & ORTHOTICS OF AMER
Serial Number:	85329133	FOR A NEW BEGINNING... ADVANCED PROSTHET
Serial Number:	87760317	EMPOWER ESSENTIALS
Serial Number:	74477871	ORTHOPEDIC GROUP INC. HANGER
Serial Number:	77263755	CARES
Serial Number:	87684758	INSPIRE FITNESS MOTIVATE ON DEMAND
Serial Number:	87684747	INSPIRE FITNESS MOTIVATE ON DEMAND
Serial Number:	87684753	INSPIRE FITNESS MOTIVATE ON DEMAND
Serial Number:	87684744	INSPIRE FITNESS MOTIVATE ON DEMAND
Serial Number:	86202393	INSPIRE FITNESS
Serial Number:	86118915	INSPIRE
Serial Number:	78783214	SUNSET SWINGS
Serial Number:	85824016	NASCOTT
Serial Number:	85004532	THE AMPUTEE & PROSTHETIC CENTER
Serial Number:	85004460	THE AMPUTEE & PROSTHETIC CENTER

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/07/2018

Total Attachments: 11

- source=08. Hanger - Trademark Security Agreement#page1.tif
- source=08. Hanger - Trademark Security Agreement#page2.tif
- source=08. Hanger - Trademark Security Agreement#page3.tif
- source=08. Hanger - Trademark Security Agreement#page4.tif
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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):

- 1. Hanger, Inc.
- 2. Accelerated Care Plus Corp.
- 3. Southern Prosthetic Supply, Inc.
- 4. Linkia, LLC
- 5. Health In Motion, LLC
- 6. Nascott, Inc.
- 7. TMC Orthopedic, L.P.

- Individual(s) Association
 Partnership Limited Partnership

- Corporation- State:
 Other 1-2. Corp.-DE; 3. Corp.-GA; 4. LLC-MD;
5. LLC-DE; 6. Corp.-DE; 7. L.P.-TX

Citizenship (see guidelines) USA
Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 6, 2018
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Bank of America, N.A., as Agent
Street Address: One Independence Center, 101 N Tryon St.,
MC: NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 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: Elaine Carrera, Legal Assistant
Internal Address: _____
Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number: _____
Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 65

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: Elaine Carrera March 6, 2018
Signature Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

Trademark Security Agreement

Trademark Security Agreement, dated as of March 6, 2018, by the grantors listed on the signature pages hereto (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the “Agent”) pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, the Grantors are party to the Guarantee and Collateral Agreement, dated March 6, 2018, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the 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 Grantor:

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

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the Agent shall execute, acknowledge, and deliver to the Grantors 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.

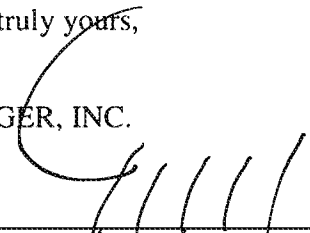
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

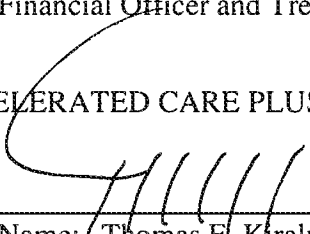
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

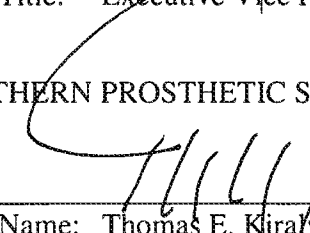
HANGER, INC.

By: 
Name: Thomas E. Kiraly
Title: Executive Vice President, Chief
Financial Officer and Treasurer

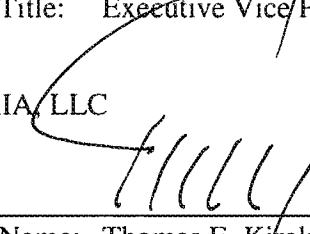
ACCELERATED CARE PLUS CORP.

By: 
Name: Thomas E. Kiraly
Title: Executive Vice President

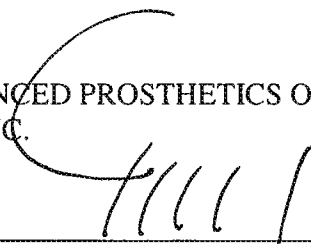
SOUTHERN PROSTHETIC SUPPLY, INC.

By: 
Name: Thomas E. Kiraly
Title: Executive Vice President

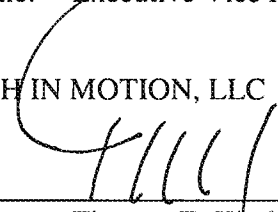
LINKIA, LLC

By: 
Name: Thomas E. Kiraly
Title: Executive Vice President

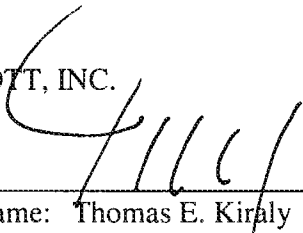
ADVANCED PROSTHETICS OF AMERICA,
INC.

By: 
Name: Thomas E. Kiraly
Title: Executive Vice President

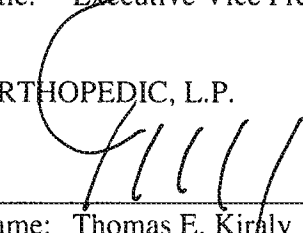
HEALTH IN MOTION, LLC

By: 
Name: Thomas E. Kiraly
Title: Executive Vice President

NASCOTT, INC.

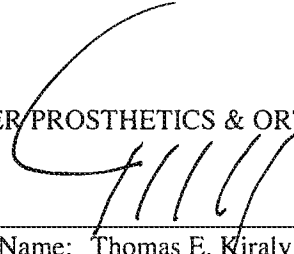
By: 
Name: Thomas E. Kiraly
Title: Executive Vice President

TMC ORTHOPEDIC, L.P.

By: 
Name: Thomas E. Kiraly
Title: Executive Vice President

HANGER PROSTHETICS & ORTHOTICS, INC.

By:


Name: Thomas E. Kiraly

Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006285 FRAME: 0529

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.,
as Agent

By: Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

OWNER	APPLICATION NUMBER / REGISTRATION NUMBER	TRADEMARK
Accelerated Care Plus Corp.	85/091603 / 4043934	ACCELERATED CARE PLUS
Accelerated Care Plus Corp.	85/091656 / 4011293	ACP
Hanger, Inc.	87/609633 (Pending ITU)	ACPL logo with phantom letter "L"
Hanger, Inc.	86/213068 / 4761350	AMPOWER
Hanger, Inc.	86/146166 / 4583731	AMPUSHIELD
Hanger, Inc.	77/560045 / 3630269	AMPUTEEMPOWERMENT PARTNERS & Design
Hanger, Inc.	76/632501 / 3454226	ANSWER2
Hanger, Inc.	78/512893 / 3058861	ANSWER2
Hanger, Inc.	85/528347 / 4433157	ASTERISK LOGO
Hanger, Inc.	85/528266 / 4433156	Asterisk Logo
Hanger, Inc.	86/213112 / 4705191	BEME
Hanger, Inc.	74/643086 / 2101856	CHARLESTON BENDING BRACE
Hanger, Inc.	76/440976 / 2763838	COMFORTFLEX
Innovative Prosthetic Care, Inc.	85547135 / 4183452	COMFORTLOCK
Southern Prosthetic Supply, Inc.	85/058028 / 3971879	CORELINE
Hanger, Inc.	87/290124 (Pending ITU)	DR. SOLE
Hanger, Inc.	85/978850 / 4433993	Empower Logo (Multi-Colored Rainbow)
Hanger, Inc.	85/335366 / 4667865	EMPOWERING HUMAN POTENTIAL
Hanger, Inc.	86/639501 / 5018847	EXOSYM
Hanger, Inc.	85/309582 / 4086901	HANGER
Hanger, Inc.	87/395763 / 5368443	HANGER CLINIC
Hanger, Inc.	86/068067 / 4693131	IN PROSTHETIC COMPONENTS
Hanger, Inc.	78/237805 / 3042446	INSIGNIA
Hanger, Inc.	87/197824 / 5344239	K-PAVET
Linkia, LLC	77/085957 / 3358569	LINKIA
Linkia, LLC.	77/086246 / 3342821	LINKIA STARFISH LOGO

Hanger, Inc.	76/577044 / 3005180	MACKIE
Accelerated Care Plus Corp.	86/675161 / 4895192	MEGAPULSE
Accelerated Care Plus Corp.	85/091692 / 3992451	MISCELLANEOUS DESIGN (PERSON WITH RAISED ARMS)
Hanger, Inc.	87/429329 (Pending ITU)	MOBILITY EMPOWERMENT SCORECARD
Accelerated Care Plus Corp.	77/682542 / 3804259	OMNIBAND
Accelerated Care Plus Corp.	77/113842 / 3463332	OMNICYCLE
Accelerated Care Plus Corporation	77/742954 / 4324662	OMNISMART HANDLE
Accelerated Care Plus Corp.	73/637115 / 1450594	OMNISOUND
Hanger, Inc.	87/024401	OmniStand
Accelerated Care Plus Corp.	73/637076 / 1450593	OMNISTIM
Hanger, Inc.	87/024352 / 5157945	OmniSWD
Accelerated Care Plus Corporation	85/170009 / 4115854	OMNITEST
Hanger, Inc.	87/024369 / 5365720	OmniVersa
Accelerated Care Plus Corporation	85/042426 / 3955983	OMNIVR
Hanger, Inc.	74/303476 / 1790201	ORPRO
Hanger, Inc.	87/609617 (Pending ITU)	OUTCOMES ACCELERATED
Hanger, Inc.	78/654429 / 3294987	PAVET
Accelerated Care Plus Corporation	77/826568 / 4129100	REVOLUTIONIZING REHABILITATION
Southern Prosthetic Supply, Inc.	85/343519 / 4087646	SPS
Southern Prosthetic Supply, Inc.	77/620439 / 4070953	SUREFIT
Hanger, Inc.	77/947080 / 3941943	VAC-PIN
Hanger, Inc.	77/120039 / 3450422	V-HOLD
Accelerated Care Plus Corp.	74506194 / 1880494	DRYTIME
Accelerated Care Plus Corp.	86929749 / 5108154	SYNCHRONY DYSPHAGIA SOLUTIONS BY ACP
Advanced Prosthetics of America, Inc.	85329139 / 4090342	ADVANCED PROSTHETICS & ORTHOTICS OF AMERICA
Advanced Prosthetics of America, Inc.	85329133 / 4093474	FOR A NEW BEGINNING... ADVANCED PROSTHETICS & ORTHOTICS OF AMERICA
Hanger, Inc.	87760317 (Pending ITU)	EMPOWER ESSENTIALS

Hanger, Inc.	74477871 / 1911834	ORTHOPEdic GROUP INC. HANGER
Hanger, Inc.	77263755 / 3510868	CARES
Health In Motion LLC	87684758 (Pending ITU)	INSPIRE FITNESS MOTIVATE ON DEMAND
Health In Motion LLC	87684747 (Pending ITU)	INSPIRE FITNESS MOTIVATE ON DEMAND
Health In Motion LLC	87684753 (Pending ITU)	INSPIRE FITNESS MOTIVATE ON DEMAND
Health In Motion LLC	87684744 (Pending ITU)	INSPIRE FITNESS MOTIVATE ON DEMAND
Health In Motion LLC	86202393 / 4746124	INSPIRE FITNESS
Health In Motion, LLC	86118915 / 4555908	INSPIRE
Health In Motion, LLC	78783214 / 3238401	SUNSET SWINGS
Nascott, Inc.	85824016 / 4388013	NASCOTT
TMC Orthopedic, L.P.	85004532 / 4043873	THE AMPUTEE & PROSTHETIC CENTER
TMC Orthopedic, L.P.	85004460 / 4043872	THE AMPUTEE & PROSTHETIC CENTER

OTHER TRADEMARKS:

OWNER	APPLICATION OR REGISTRATION NUMBER	TRADEMARK	COUNTRY/STATE
Hanger, Inc.	1860668	HANGER CLINIC	Australia
Hanger, Inc.	913387371	HANGER CLINIC	Brazil
Hanger, Inc.	913387347	HANGER CLINIC	Brazil
Hanger, Inc.	913387304	HANGER CLINIC	Brazil
Hanger, Inc.	829328874	V-HOLD	Brazil
Hanger, Inc.	1384601	CARES	Canada
Southern Prosthetic Supply, Inc.	7416051	SUREFIT	China
Southern Prosthetic Supply, Inc.	7416052	SUREFIT	China
Hanger, Inc.	017013186	HANGER CLINIC	European Union
Hanger, Inc.	004869806	PAVET	European Union
Hanger, Inc.	3599364	HANGER CLINIC	India
Hanger, Inc.	186972	PAVET	Israel
Hanger, Inc.	2008-013253	CARES	Japan
Hanger, Inc.	2017-105440	HANGER CLINIC	Japan
Accelerated Care Plus Corporation	2010-32458	OMNIBAND	Japan

Hanger, Inc.	N/A	HANGER CLINIC	China
Hanger, Inc.	N/A	HANGER CLINIC	China
Hanger, Inc.	AWAITING	HANGER CLINIC	China
Hanger, Inc.	N/A	HANGER CLINIC	China
Hanger, Inc.	N/A	HANGER CLINIC	China
Hanger, Inc.	AWAITING	HANGER CLINIC	China