

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arizona AFO, Inc.		09/03/2020	Corporation: ARIZONA
Apex Foot Health Industries, LLC		09/03/2020	Limited Liability Company: DELAWARE
The Orthotic Group, Inc.		09/03/2020	Corporation: ONTARIO

## RECEIVING PARTY DATA

<b>Name:</b>	Golub Capital LLC, as Administrative Agent
<b>Street Address:</b>	100 South Wacker Drive
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5442455	ARIZONA BRACE
Registration Number:	5441712	ARIZONA MEZZO
Registration Number:	5786711	A-WAVE
Registration Number:	5991581	JEBA
Registration Number:	4485137	
Registration Number:	3323255	AMBULATOR
Registration Number:	1669288	APEX
Registration Number:	1185752	FOAMART
Registration Number:	4502903	ARCHRITE
Registration Number:	4272977	ARCHITECH
Registration Number:	3808882	OG THE ORTHOTIC GROUP
Registration Number:	2951351	GAITSCAN

## CORRESPONDENCE DATA

Fax Number: 3129021061

*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:** 312.577.8034  
**Email:** oscar.ruiz@katten.com  
**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 337968-00347

**NAME OF SUBMITTER:** Oscar Ruiz

**SIGNATURE:** /Oscar Ruiz/

**DATE SIGNED:** 01/05/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), 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 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, each Grantor has agreed, 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 US Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each 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. Each 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 such 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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, 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.


ARIZONA AFO, INC.  
APEX FOOT HEALTH INDUSTRIES, LLC  
THE ORTHOTIC GROUP, INC.  
as Grantor

By: Paul Joyce  
Name: Paul Joyce  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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]

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**TRADEMARK**  
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**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS

<b>Owner</b>	<b>Application No. / Filing Date</b>	<b>Registration No.</b>	<b>Title</b>	<b>Registration Date</b>
Arizona AFO, Inc.	87525764/7/12/17	5442455	ARIZONA BRACE	4/10/18
Arizona AFO, Inc.	87389001/3/28/17	5441712	ARIZONA MEZZO	4/10/18
Arizona AFO, Inc.	87525764/7/12/17	5442455	ARIZONA BRACE	4/18/18
Apex Foot Health Industries, LLC	88196533/11/16/18	5786711	A-WAVE	6/25/19
Apex Foot Health Industries, LLC	87537276/7/21/17	5991581	JEBA	2/18/20
Apex Foot Health Industries, LLC	86010757/7/15/13	4485137	DESIGN ONLY	2/18/14
Apex Foot Health Industries, LLC	77105938/2/13/07	3323255	AMBULATOR	10/30/07
Apex Foot Health Industries, LLC	74120957/12/6/90	1669288	APEX	12/24/91
Apex Foot Health Industries, LLC	73209241/3/27/79	1185752	FOAMART	1/12/82
The Orthotic Group, Inc.	85810950/12/27/12	4502903	ARCHRITE	3/25/14
The Orthotic Group, Inc.	85393444/8/9/11	4272977	ARCHITECH	1/8/13

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Owner	Application No. / Filing Date	Registration No.	Title	Registration Date
The Orthotic Group, Inc.	77311439/10/23/07	3808882	OG THE ORTHOTIC GROUP	6/29/10
The Orthotic Group, Inc.	78251272/10/12/04	2951351	GAITSCAN	5/17/05

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**RECORDED: 01/05/2021**

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