

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM665911

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900634116
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apex Foot Healthcare Industries, LLC		06/30/2021	Limited Liability Company: DELAWARE
Arizona Afo, Inc.		06/30/2021	Corporation: ARIZONA
LANGER BIOMECHANICS, INC.		06/30/2021	Corporation: DELAWARE
MDI CORPORATION		06/30/2021	Corporation: ALABAMA
THE ORTHOTIC GROUP INC.		06/30/2021	Corporation: ONTARIO

## RECEIVING PARTY DATA

<b>Name:</b>	ABC Funding, LLC
<b>Street Address:</b>	222 Berkeley Street, 18th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
<b>Registration Number:</b>	1669288	APEX
<b>Registration Number:</b>	4485137	
<b>Registration Number:</b>	3323255	AMBULATOR
<b>Registration Number:</b>	1185752	FOAMART
<b>Registration Number:</b>	5786711	A-WAVE
<b>Registration Number:</b>	5991581	JEBA
<b>Registration Number:</b>	2924586	ARIZONA AFO
<b>Registration Number:</b>	5442455	ARIZONA BRACE
<b>Registration Number:</b>	5441712	ARIZONA MEZZO
<b>Registration Number:</b>	1909895	BENEFOOT
<b>Registration Number:</b>	1643502	DIAB-A-THOTICS
<b>Registration Number:</b>	1681907	DIAB-A-SOLES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1674130	DIAB-A-SHEETS
Registration Number:	1742985	DESIGNLINE
Registration Number:	1366547	HEALTHFLEX
Registration Number:	2090818	HEEL FIT
Registration Number:	1274226	LANGER
Registration Number:	2512139	LANGER
Registration Number:	3941182	LANGER BIOMECHANICS
Registration Number:	1917779	LYTE FIT
Registration Number:	2360393	PPT
Registration Number:	1597807	PROTECT
Registration Number:	4131398	SCANCAST 3D
Registration Number:	1329421	SLIMTHOTICS
Registration Number:	1032898	SPORTHOTICS
Registration Number:	2103158	STYLOTIC
Registration Number:	1865698	SUPERFORM
Registration Number:	2475982	ULTRALUX
Registration Number:	2930137	L.XCEL
Registration Number:	3933073	ROOMY
Registration Number:	5198117	ROOMY
Registration Number:	4272977	ARCHITECH
Registration Number:	2951351	GAITSCAN
Registration Number:	3808882	OG THE ORTHOTIC GROUP

#### CORRESPONDENCE DATA

Fax Number: 6172359493

*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: 16179517169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	SPNH-141
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	08/09/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2021 (this “**Agreement**”), between APEX FOOT HEALTH INDUSTRIES, LLC, a Delaware limited liability company, ARIZONA AFO, INC., an Arizona corporation, LANGER BIOMECHANICS, INC., a Delaware corporation, MDI CORPORATION, an Alabama corporation and THE ORTHOTIC GROUP INC., an Ontario corporation (each a “**Grantor**” and, collectively, the “**Grantors**”) and ABC FUNDING, LLC, as Agent (as defined below).

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of June 30, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among ORTHOTIC HOLDINGS, INC., a Delaware corporation (the “**Borrower**”), OHI ORTHOTICS, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiaries of Holdings from time to time party thereto and ABC FUNDING, LLC, as administrative agent and collateral agent (in such capacities, the “**Agent**”) for the Secured Parties (as defined therein) and (b) the Credit Agreement, dated as of June 30, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the lenders from time to time party thereto (the “**Lenders**”) and the Agent.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby collaterally assigns and pledges to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of such Grantor’s Trademarks now owned or at any time hereafter acquired by it or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature

page of this Agreement by facsimile or in electronic format (i.e., “pdf” or “tif” shall be effective as delivery of a manually executed counterpart of this Agreement. Any signature to this Agreement may be delivered by facsimile, electronic mail (including “pdf”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party’s constitutive documents.

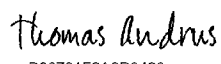
SECTION 5. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 6. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the parties hereto agree that the remaining provisions of this Agreement shall continue in full force and effect.

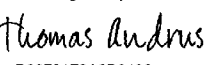
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

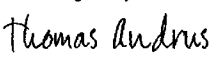
**APEX FOOT HEALTH INDUSTRIES, LLC,**  
a Delaware limited liability company

By: DocuSigned by:  
  
D86731F3A6D3436...  
Name: Thomas Andrus  
Title: Chief Financial Officer and  
Secretary

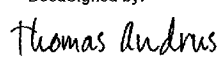
**ARIZONA AFO INC.,**  
an Arizona corporation

By: DocuSigned by:  
  
D86731F3A6D3436...  
Name: Thomas Andrus  
Title: Chief Financial Officer and  
Secretary

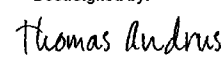
**LANGER BIOMECHANICS, INC.,**  
a Delaware corporation

By: DocuSigned by:  
  
D86731F3A6D3436...  
Name: Thomas Andrus  
Title: Chief Financial Officer and  
Secretary

**MDI CORPORATION,**  
an Alabama corporation

By: DocuSigned by:  
  
D86731F3A6D3436...  
Name: Thomas Andrus  
Title: Chief Financial Officer,  
Secretary and Treasurer

**THE ORTHOTIC GROUP INC.,**  
an Ontario corporation


By: DocuSigned by:  
  
D86731F3A6D3436...  
Name: Thomas Andrus  
Title: Chief Financial Officer and  
Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007376 FRAME: 0388**

ABC FUNDING, LLC, as Administrative Agent  
and Collateral Agent

By: Summit Partners Credit Advisors, L.P.  
Its: Manager

By:   
Name: James Freeland  
Title: Authorized Signatory

Schedule I

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

*[See attached]*



Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner	Status
APEX	United States	74/120,957	12/06/1990	1,669,288	12/24/1991	Apex Foot Health Industries, LLC	Registered
Design (Apex)	United States	86/010,757	07/15/2013	4,485,137	02/18/2014	Apex Foot Health Industries, LLC	Registered
AMBULATOR	United States	77/105,938	02/13/2007	3,323,255	10/30/2007	Apex Foot Health Industries, LLC	Registered
FOAMART	United States	73/209,241	03/27/1979	1,185,752	01/12/1982	Apex Foot Health Industries, LLC	Registered
A-WAVE	United States	88/196,533	11/16/2018	5,786,711	06/25/2019	Apex Foot Health Industries, LLC	Registered
JEBA	United States	87/537,276	07/21/2017	5,991,581	02/18/2020	Apex Foot Health Industries, LLC	Registered
ARIZONA AFO	United States	75/782,548	08/18/1999	2,924,586	02/08/2005	Arizona AFO, Inc.	Registered
ARIZONA BRACE	United States	87/525,764	07/12/2017	5,442,455	04/10/2018	Arizona AFO, Inc.	Registered
ARIZONA MEZZO	United States	87/389,001	03/28/2017	5,441,712	04/10/2018	Arizona AFO, Inc.	Registered
BENEFOOT	United States	74/802,130	02/22/1993	1,909,895	08/08/1995	Langer Biomechanics, Inc.	Registered
DIAB-A-THOTICS	United States	74/066,543	06/07/1990	1,643,502	05/07/1991	Langer Biomechanics, Inc.	Registered
DIAB-A-SOLES	United States	74/066,542	06/07/1990	1,681,907	04/07/1992	Langer Biomechanics, Inc.	Registered
DIAB-A-SHEETS	United States	74/066,608	06/07/1990	1,674,130	02/04/1992	Langer Biomechanics, Inc.	Registered

DESIGNLINE	United States	74/249,628	02/26/1992	1,742,985	12/29/1992	Langer Biomechanics, Inc.	Registered
HEALTHFLEX	United States	73/536,468	05/08/1985	1,366,547	10/22/1985	Langer Biomechanics, Inc.	Registered
HEEL FIT	United States	75/098,117	05/02/1996	2,090,818	08/26/1997	Langer Biomechanics, Inc.	Registered
LANGER	United States	73/404,851	12/06/1982	1,274,226	04/17/1984	Langer Biomechanics, Inc.	Registered
LANGER & Design	United States	76/079,591	06/28/2000	2,512,139	11/27/2001	Langer Biomechanics, Inc.	Registered
LANGER BIOMECHANICS	United States	77/635,069	12/17/2008	3,941,182	04/05/2011	Langer Biomechanics, Inc.	Registered
LYTE FIT	United States	74/468,726	12/13/1993	1,917,779	09/12/1995	Langer Biomechanics, Inc.	Registered
PPT	United States	75/801,225	09/17/1999	2,360,393	06/20/2000	Langer Biomechanics, Inc.	Registered
PROTECT	United States	73/803,795	06/01/1989	1,597,807	05/22/1990	Langer Biomechanics, Inc.	Registered
SCANCAST 3D	United States	85/400,024	08/17/2011	4,131,398	04/24/2012	Langer Biomechanics, Inc.	Registered
SLIMTHOTICS	United States	73/489,579	07/12/1984	1,329,421	04/09/1985	Langer Biomechanics, Inc.	Registered
SPORTHOTICS & Design	United States	73/046,071	03/07/1975	1,032,898	02/10/1976	Langer Biomechanics, Inc.	Registered
STYLOTIC	United States	75/162,224	09/09/1996	2,103,158	10/07/1997	Langer Biomechanics, Inc.	Registered
SUPERFORM	United States	74/468,065	12/10/1993	1,865,698	12/06/1994	Langer Biomechanics, Inc.	Registered

ULTRALUX	United States	74/717,551	08/18/1995	2,475,982	08/07/2001	Langer Biomechanics, Inc.	Registered
L.XCEL	United States	76/524,496	06/23/2003	2,930,137	03/08/2005	Langer Biomechanics, Inc.	Registered
ROOMY	United States	85/093,004	07/26/2010	3,933,073	03/15/2011	MDI Corporation	Registered
ROOMY	United States	86/916,988	02/23/2016	5,198,117	02/23/2016	MDI Corporation	Registered
ARCHITECH	United States	85/393,444	08/09/2011	4,272,977	01/08/2013	The Orthotic Group, Inc.	Registered
GAITSCAN	United States	78/251,272	05/18/2003	2,951,351	05/17/2005	The Orthotic Group, Inc.	Registered
THE ORTHOTIC GROUP & Design	United States	77/311,439	10/23/2007	3,808,882	06/29/2010	The Orthotic Group, Inc.	Registered