

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
Southern Prosthetic Supply, Inc		07/25/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	390 Greenwich Street-1st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2930219	SF	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	thomas.feeney@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Thomas Feeney		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	73683.0815		
NAME OF SUBMITTER:	Thomas Feeney		
Signature:	/Thomas Feeney/		
Date:	07/30/2007		

CH \$40.00 2930219

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of July 25, 2007, is executed by the signatory identified on the signature page hereto as "Grantor" (the "Grantor"), in favor of CITICORP NORTH AMERICA, INC. ("Citicorp"), as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 26, 2006 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among HANGER ORTHOPEDIC GROUP, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (the "Lenders"), LEHMAN BROTHERS INC., as joint lead arranger and joint bookrunner, CITIGROUP GLOBAL MARKETS INC., as joint lead arranger and joint bookrunner, CITICORP NORTH AMERICA, INC., ("Citicorp") as administrative agent (in such capacity, the "Administrative Agent"), and LEHMAN COMMERCIAL PAPER INC. ("LCPI"), as syndication agent (in such capacity, the "Syndication Agent"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Loan Agreement that the Grantor shall have executed and delivered to the Administrative Agent a Guarantee and Collateral Agreement, in favor of the Administrative Agent (the "Security Agreement") to guarantee the Obligations; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meanings given to them in the Loan Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby grants to the Administrative Agent, for the ratable benefit of itself and the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement) of the Grantor:

(a) all of its Trademarks included in the Collateral, 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;

(d) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Supporting Obligations in respect of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; and

(e) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, including, without limitation, the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable

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 on behalf of itself and the Secured Parties pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

Section 4. Grantor Remains Liable

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall remain liable and assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

Section 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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.

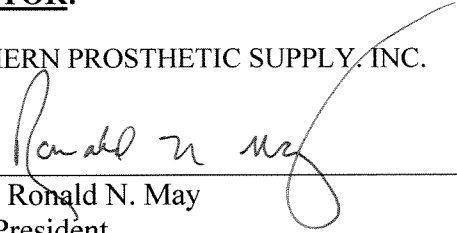
[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

GRANTOR:

SOUTHERN PROSTHETIC SUPPLY, INC.

By: 
Name: Ronald N. May
Title: President

ACKNOWLEDGED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 
Name: **C. P. Mahon**
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

COUNTRY	TITLE	STATUS	SERIAL NO.	FILED	TRADEMARK NO.	ISSUE	ASSIGNEE
UNITED STATES	SUREFIT	REGISTERED	76542759	09/08/2003	2930219	03/08/2005	Southern Prosth Supply, Inc.