

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wachovia Bank		10/24/2008	Bank:

**RECEIVING PARTY DATA**

Name:	Langer, Inc.
Street Address:	450 Commack Road
City:	Deer Park
State/Country:	NEW YORK
Postal Code:	11729
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Registration Number:	1936282	BENEFoot
Registration Number:	1909895	BENEFoot
Registration Number:	1952878	BENEGUARD
Registration Number:	1950886	BENESPORT
Registration Number:	1208066	BIO-FLEX
Registration Number:	2712257	CASTLESS MEASUREMENT SYSTEM
Registration Number:	2795688	CMS
Registration Number:	2654408	CMS
Registration Number:	2760672	CONTOURS
Registration Number:	1356455	CRS
Registration Number:	1356456	CRS
Registration Number:	1674130	DIAB-A-SHEETS
Registration Number:	1742985	DESIGNLINE
Registration Number:	1681907	DIAB-A-SOLES

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Registration Number:	1643502	DIAB-A-THOTICS
Registration Number:	1978487	DRESSFLEX
Registration Number:	1532885	E.D.G.
Serial Number:	78166899	GEL ACTION
Registration Number:	1364321	GERI-FLEX
Registration Number:	1366547	HEALTHFLEX
Registration Number:	2090818	HEEL FIT
Registration Number:	1958440	
Registration Number:	2930137	L.XCEL
Registration Number:	1274226	LANGER
Registration Number:	1304840	LANGER
Registration Number:	1335295	LANGER
Registration Number:	2512139	LANGER
Registration Number:	2816136	LANGERFLEX
Registration Number:	2765370	LANGERZORB
Registration Number:	1865656	LBG
Registration Number:	1917779	LYTE FIT
Registration Number:	2360393	PPT
Registration Number:	1136689	PPT
Registration Number:	1768548	PPT
Registration Number:	2775364	PPT
Serial Number:	78885445	PROPEL
Registration Number:	1597807	PROTECT
Registration Number:	2175239	SCANCAST 3D
Registration Number:	1329421	SLIMTHOTICS
Registration Number:	1032898	SPORTHOTICS
Registration Number:	2103158	STYLOTIC
Registration Number:	1865698	SUPERFORM
Registration Number:	1172131	TEMPPTHOTICS
Registration Number:	1963952	THERAFORM SELECTIVES
Registration Number:	2475982	ULTRALUX

CORRESPONDENCE DATA

Fax Number: (412)209-0672

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (412) 297-4900  
Email: iptrademark@cohenlaw.com  
Correspondent Name: Christine W. Trebilcock, Cohen & Grigsby  
Address Line 1: 625 Liberty Avenue  
Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER:	13394.0012 (ASSIGN)
NAME OF SUBMITTER:	Christine W. Trebilcock
Signature:	/Christine W. Trebilcock/
Date:	10/28/2008

**Total Attachments: 8**

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## FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS FOURTH AMENDMENT (the "Amendment"), dated as of October 24, 2008, is entered into by and among Langer, Inc., Silipos, Inc., Twincraft, Inc. (each a "Borrower" and collectively, the "Borrowers"), and WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender").

### RECITALS

The Borrowers and the Lender are parties to a Loan and Security Agreement dated May 11, 2007 (as amended from time to time, the "Loan Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Loan Agreement unless otherwise specified.

The Borrowers have requested that certain amendments be made to the Loan Agreement, which the Lender is willing to make pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Section 1.60 of the Loan Agreement shall be deleted in its entirety and restated as follows:

"1.60 'Maximum Credit' shall mean the amount of \$12,000,000."

2. Section 1.78 of the Loan Agreement shall be deleted in its entirety and restated as follows:

"1.78 'Revolving Loan Limit' shall mean, as to each Borrower, at any time, the amount equal to the \$12,000,000 minus the then outstanding principal amount of the Revolving Loans, Term Loans and Letters of Credit provided to the other Borrowers."

3. Asset Sale. Notwithstanding anything to the contrary contained in the Loan Agreement, Lender consents to the sale by Langer, Inc. ("Langer") to Langer Acquisition Corp. ("Buyer") of all of its right, title and interest in and to the "Assets" (as defined in the Asset Purchase Agreement between Langer and Buyer, a copy of which is attached hereto as Exhibit A (the "Purchase Agreement")) which shall include, but not be limited to the certain assets identified on the attached Schedule 1 (the "Sale Assets"). Upon the effective date of this Amendment, (a) Lender consents to the transactions contemplated by the Purchase Agreement and waives any breach of or conflicts with the Loan Agreement resulting solely from the consummation of the transaction set forth in the Purchase Agreement, (b) Lender hereby releases and discharges any and all security interests, liens, and encumbrances upon the Sale Assets that have been granted to or are held by the Lender pursuant to: (i) the Loan Agreement; and (ii) that certain Patent and Trademark Security Agreement, dated as of May 11, 2007, by and between Langer and Lender, as amended from time to time; (c) Lender agrees that the Sale Assets shall be transferred to Buyer free and clear of liens, claims, or encumbrances of Lender, and (d) Langer, Buyer and each of its designees shall be entitled to file a release with the United States

Patent and Trademark Office with respect to any security interests, liens, and encumbrances the Lender may have with the Trademarks identified on the attached Schedule II. The Sale Assets shall be removed from the Borrowing Base.

4. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Loan Agreement shall remain in full force and effect and shall apply to any advance or letter of credit thereunder.

5. Conditions Precedent. This Amendment shall be effective when the Lender shall have received (i) an executed original hereof, (ii) \$4,205,000, which amount reflects the amount payable by Buyer on the closing date of the Purchase Agreement, and (iii) a copy of the final executed Purchase Agreement.

6. Representations and Warranties. The Borrowers hereby represent and warrant to the Lender as follows:

(a) The Borrowers have all requisite power and authority to execute this Amendment and any other agreements or instruments required hereunder and to perform all of its obligations hereunder, and this Amendment and all such other agreements and instruments has been duly executed and delivered by the Borrowers and constitute the legal, valid and binding obligation of the Borrowers, enforceable in accordance with its terms.

(b) The execution, delivery and performance by the Borrowers of this Amendment and any other agreements or instruments required hereunder have been duly authorized by all necessary corporate action and do not (i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the articles of incorporation or by-laws of the Borrowers, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrowers are a party or by which it or its properties may be bound or affected.

(c) Except as expressly provided herein, all of the representations and warranties contained in Section 8 of the Loan Agreement are correct on and as of the date hereof as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date.

7. References. All references in the Loan Agreement to "this Agreement" shall be deemed to refer to the Loan Agreement as amended hereby; and any and all references in the Security Documents to the Loan Agreement shall be deemed to refer to the Loan Agreement as amended hereby.

8. No Waiver. Except as expressly stated herein, the execution of this Amendment and the acceptance of all other agreements and instruments related hereto shall not be deemed to be a waiver of any Default or Event of Default under the Loan Agreement or a waiver of any breach, default or event of default under any Security Document or other document held by the

Lender, whether or not known to the Lender and whether or not existing on the date of this Amendment.

9. Costs and Expenses. The Borrowers hereby reaffirm its agreement under the Loan Agreement to pay or reimburse the Lender on demand for all costs and expenses incurred by the Lender in connection with the Loan Documents, including without limitation all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, the Borrowers specifically agrees to pay all fees and disbursements of counsel to the Lender for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto. The Borrowers hereby agree that the Lender may, at any time or from time to time in its sole discretion and without further authorization by the Borrowers, make a loan to the Borrowers under the Loan Agreement, or apply the proceeds of any loan, for the purpose of paying any such fees, disbursements, costs and expenses.

10. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**WACHOVIA BANK,  
NATIONAL ASSOCIATION**

By:   
Marc J. Breier, Managing Director

**LANGER, INC.**

By:   
W. Gray Hudkins, President

**SILIPOS, INC.**

By:   
W. Gray Hudkins, President

**TWINCRAFT, INC.**

By:   
W. Gray Hudkins, President

Exhibit A

**REDACTED**

Schedule I

**REDACTED**



Schedule II

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Sporthotics	1,032,898	02/10/1976
Bio-Flex	1,208,066	09/14/1982
PPT & loga design	1.136,689	06/03/1980
Tempptotics	1,172,131	10/06/1981
LANGER	1,274,226	04/17/1984
LANGER	1,304,840	11/13/1984
SLIMTHOTICS	1,329,421	04/09/1984
LANGER & BAR	1,335,295	05/14/1985
GERIFLEX	1,364,321	10/08/1985
CRS	1,356,455	08/27/1985
CRS & DESIGN	1,356,456	08/27/1985
HEALTHFLEX	1,366,547	10/22/1985
E.D.G.	1,532,885	04/04/1989
PROTECT	1,597,807	05/22/1993
DIAB-A-THOTICS	1,643,502	05/07/1991
DIAB-A-SOLES	1,681,907	04/07/1992
DIAB-A- SHEETS	1,674,130	02/04/1992
DESIGNLINE	1,742,985	12/29/1992
PPT & DESIGN	1,768,548	05/04/1993
LBG	1,865,656	12/04/1994
LYTE FIT	1,917,779	09/12/1995
SUPERFORM	1,865,698	12/06/1994
DRESSFLEX	1,978,487	06/04/1996
ULTRALUX	2,475,982	08/07/2001

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
HEEL FIT	2,090,818	08/26/1997
STYLOTIC	2,103,158	10/07/1997
PPT	2,360,393	06/20/2000
LANGER	2,512,139	11/27/2001
CONTOURS	2,760,672	09/09/2003
CMS	2,795,688	12/16/2003
CMS	2,654,408	11/29/2003
CASTLESS MEASUREMENT SYSTEM	2,712,257	04/29/2003
LANGERFLEX	2,816,136	02/24/2004
LANGERZORB	2,765,370	09/16/2003
PPT DESIGN	2,775,364	10/21/2003
BENEFOOT	1,909,895	08/08/1995
BENEFOOT	1,936,282	11/21/1995
BENESPORT	1,950,886	01/23/1996
BENGUARD	1,952,878	01/30/1996
CIRCLES DESIGN	1,958,440	02/27/1996
THEREAFORM SELECTIVES	1,963,952	03/26/1996
SCANCAST 3D	2,175,239	07/21/1998
L.XCEL	2,930,137	03/08/2005

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Gel Action	78/166,899	9/23/2002
PROPEL	78/885,445	05/17/2006