# OP \$40.00 90037137

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM673178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fountain Valley Orthotics and Prosthetics		09/08/2021	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.	
Street Address:	Gateway Village - 900 Building	
Internal Address:	NC1-026-06-09 (MacLegal), 900 W Trade St.	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
Entity Type:	Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	90037137	COASTAL ORTHOTICS PROSTHETICS

### **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, ECarrera@cahill.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:	09/08/2021

### **Total Attachments: 6**

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# **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of September 8, 2021 by the grantor listed on the signature pages hereto (the "<u>Grantor</u>"), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "<u>Agent</u>") pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement (defined below)).

### WITNESSETH:

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

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. The 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. <u>Guarantee and Collateral Agreement</u>. 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 the Grantor hereby acknowledges and affirms 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. <u>Termination</u>. 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 Grantor 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. <u>Counterparts</u>. 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 pages follow]

-2-

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,

FOUNTAIN VALLEY ORTHOTICS AND PROSTHETICS

By:

Name: Thomas E. Hartman

Title: Senior Vice President, General

Counsel and Secretary

Accepted and Agreed: BANK OF AMERICA, N.A., as Agent

By:

Name: Christine Trotter Title: Vice President

# **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRA	ADEMARKS:	
Registrations:		
None.		
By license/permission:		
None.		
Applications:		
OWNER	APPLICATION NUMBER	TRADEMARK
Fountain Valley Orthotics and Prosthetics	90037137	COASTAL ORTHOTICS PROSTHETICS

4841-7271-6790

RECORDED: 09/08/2021