

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758942

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (2nd Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accelerated Care Plus Corp.		10/03/2022	Corporation: DELAWARE
Hanger, Inc.		10/03/2022	Corporation: DELAWARE
Linkia, LLC		10/03/2022	Limited Liability Company: MARYLAND
MMAR Medical Group, Inc.		10/03/2022	Corporation: TEXAS
Southern Prosthetic Supply, Inc.		10/03/2022	Corporation: GEORGIA
The Orthotic and Prosthetic Centers, LLC		10/03/2022	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	4043934	ACCELERATED CARE PLUS
Registration Number:	4011293	ACP
Registration Number:	5628985	ACP
Registration Number:	6085146	ACPLUS
Registration Number:	4761350	AMPOWER
Registration Number:	4583731	AMPUSHIELD
Registration Number:	3454226	ANSWER 2
Registration Number:	3058861	ANSWER2
Registration Number:	4433156	
Registration Number:	4433993	
Registration Number:	4433157	

CH \$1340.00 4043934

Property Type	Number	Word Mark
Registration Number:	2763838	COMFORTFLEX
Registration Number:	3971879	CORELINE
Registration Number:	5682116	EMPOWER SUPPLY
Registration Number:	4667865	EMPOWERING HUMAN POTENTIAL
Registration Number:	5018847	EXOSYM
Registration Number:	4086901	HANGER
Registration Number:	5368443	HANGER CLINIC
Registration Number:	4693131	IN PROSTHETIC COMPONENTS
Registration Number:	3042446	INSIGNIA
Registration Number:	5344239	K-PAVET
Registration Number:	3358569	LINKIA
Registration Number:	3342821	
Registration Number:	3005180	MACKIE
Registration Number:	6038071	ME
Registration Number:	5629558	MIGO
Registration Number:	6298728	MOBILITY EMPOWERMENT SCORECARD
Registration Number:	3463332	OMNICYCLE
Registration Number:	6159276	OMNIHI5
Registration Number:	1450594	OMNISOUND
Registration Number:	5459603	OMNISTAND
Registration Number:	1450593	OMNISTIM
Registration Number:	5157945	OMNISWD
Registration Number:	5365720	OMNIVERSA
Registration Number:	6591807	OMNIVITALS POWERED BY CURRENT HEALTH
Registration Number:	3955983	OMNIVR
Registration Number:	1790201	ORPRO
Registration Number:	5608275	OUTCOMES ACCELERATED
Registration Number:	3294987	PAVET
Registration Number:	3992451	
Registration Number:	5777166	SELECTBASICS
Registration Number:	5997624	SOLEWALKER
Registration Number:	4087646	SPS
Registration Number:	4070953	SUREFIT
Registration Number:	3941943	VAC-PIN
Registration Number:	4959834	
Registration Number:	5304285	THE ORTHOTIC & PROSTHETIC CENTERS
Registration Number:	5108154	SYNCHRONY DYSPHAGIA SOLUTIONS BY ACP
Registration Number:	4115854	OMNITEST

Property Type	Number	Word Mark
Serial Number:	90869829	HANGER FOUNDATION
Serial Number:	90869925	HANGER FOUNDATION
Serial Number:	90827872	HANGER INSTITUTE
Serial Number:	90041120	OMNIFLOW

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: HYUN SEUNG SUH

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-594
NAME OF SUBMITTER:	HYUN SEUNG SUH
SIGNATURE:	/HYUN SEUNG SUH/
DATE SIGNED:	10/03/2022

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and ARES CAPITAL CORPORATION, as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, HERO PARENT, INC., a Delaware corporation (“Holdings”), prior to the consummation of the Acquisition, HERO MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), upon the consummation of the Acquisition, HANGER, INC., a Delaware corporation (the “Parent Borrower”) have entered into the Second Lien Credit Agreement, dated as of October 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), together with each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and ARES CAPITAL CORPORATION, as administrative agent (in such capacity, together with any successor administrative agent, the “Administrative Agent”) and Collateral Agent, and the other agents and parties from time to time party thereto. Terms defined in the Second Lien Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of October 3, 2022, among the Grantors and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1 Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

- (i) all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A (the “Patents”);
- (ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers,

whether registered or unregistered set forth in Schedule B (provided that no security interest shall be granted in any United States "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application (or any registration that may issue therefrom) under applicable Law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, together with any moral rights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web site content, whether registered or unregistered, and exclusive licenses of registered copyrights, in each case, as set forth in Schedule C (the "Copyrights");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2 Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5 Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6 Governing Law; Jurisdiction; Etc. Sections 10.16 and 10.17 of the Second Lien Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

SECTION 7 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement in any Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), Holdings, the Initial Borrower, the Parent Borrower, the other Grantors from time to time party thereto, Ares, as First Lien Administrative Agent and Original First Lien Security Agent, Ares, as Second Lien Administrative Agent and Original Second Lien Security Agent and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

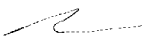
ACCELERATED CARE PLUS CORP.
HANGER, INC.
LINKIA, LLC
MMAR MEDICAL GROUP, INC.
SOUTHERN PROSTHETIC SUPPLY, INC.
THE ORTHOTIC AND PROSTHETICS CENTERS,
LLC

By: 

Name: Thomas E. Hartman

Title: Senior Vice President, General Counsel and
Secretary

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE A
TO IP SECURITY AGREEMENT

INTELLECTUAL PROPERTY
U.S. PATENTS

Status	Country	Title	Application Number	Application Date	Patent Number	Grant Date	Owner Name
Granted	United States of America	PROSTHETIC DEVICE AND CONNECTING SYSTEM USING A VACUUM	12/518074	12/7/2007	9265628	2/23/2016	Hanger, Inc.
Granted	United States of America	PROSTHETIC DEVICE WITH REMOVABLE BATTERY AND CONNECTING SYSTEM USING VACUUM	12/995533	6/5/2009	8771371	7/8/2014	Hanger, Inc.
Granted	United States of America	VACUUM PROSTHESIS WITH FORCE SENSING MEMBER	13/306424	11/29/2011	9486334	11/8/2016	Hanger, Inc.
Granted	United States of America	SYSTEMS AND METHODS FOR PROSTHETIC SUSPENSION SYSTEM	13/754553	1/30/2013	9161848	10/20/2015	Hanger, Inc.
Granted	United States of America	POST-OPERATIVE RESIDUAL LIMB SUPPORT	13/917537	6/13/2013	9265630	2/23/2016	Hanger, Inc.
Granted	United States of America	POST-OPERATIVE RESIDUAL LIMB SUPPORT	14/989226	1/6/2016	9855154	1/2/2018	Hanger, Inc.
Granted	United States of America	VACUUM PROSTHESIS WITH FORCE SENSING MEMBER	15/286227	10/5/2016	10357383	7/23/2019	Hanger, Inc.
Granted	United States of America	ABOVE THE KNEE POST-OPERATIVE RESIDUAL LIMB SUPPORT	15/857513	12/28/2017	10639172	5/5/2020	Hanger, Inc.
Granted	United States of America	POST-OPERATIVE RESIDUAL LIMB SUPPORT	16/051019	7/31/2018	10729565	8/4/2020	Hanger, Inc.






Status	Country	Title	Application Number	Application Date	Patent Number	Grant Date	Owner Name
	America	ASSEMBLY					
Granted	United States of America	DIGITAL TO DEFINITIVE ORTHOTIC AND PROSTHETIC DEVICE MANUFACTURING SYSTEM AND METHOD	16/050849	7/31/2018	11058557	7/13/2021	Hanger, Inc.
Pending	United States of America	ORTHOTIC AND PROSTHETIC DEVICE AND MANUFACTURING SYSTEM AND METHOD	17/373147	7/12/2021	--	--	Hanger, Inc.
Granted	United States of America	ELECTRICAL STIMULATION METHOD FOR TREATMENT OF PERIPHERAL NEUROPATHY	12/164875	6/30/2008	8660651	2/25/2014	Accelerated Care Plus Corp.
Granted	United States of America	SYSTEMS AND METHODS FOR CLINICAL VIDEO DATA STORAGE AND ANALYSIS	16/389285	4/19/2019	11101040	8/24/2021	Hanger, Inc.
Pending	United States of America	ACTIVITY, WEAR, AND STABILITY TRACKING DEVICES, SYSTEMS, AND METHODS TRANSMITTING OVER CELLULAR NETWORK	17/611330	5/14/2020	--	--	Hanger, Inc.
Pending	United States of America	SYSTEMS AND METHODS FOR ENCODED CLINICAL DATA COMMUNICATION	17/543887	12/7/2021	--	--	Hanger, Inc.
Pending	United States of America	ADDITIVE MANUFACTURING TECHNIQUES FOR PROTECTIVE DEVICES, PROSTHETICS, AND ORTHOTICS	17/547500	12/10/2021	--	--	Hanger, Inc.
Pending	United States of America	ADDITIVE MANUFACTURING TECHNIQUES FOR ORTHOTICS	17/547502	12/10/2021	--	--	Hanger, Inc.

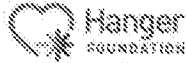

Status	Country	Title	Application Number	Application Date	Patent Number	Grant Date	Owner Name
Pending	United States of America	ADDITIVE MANUFACTURING TECHNIQUES FOR PROTECTIVE DEVICES	17/547507	12/10/2021	--	--	Hanger, Inc.
Granted	United States of America	Cuff Liner	29/393987	6/10/2011	D658769	5/1/2012	Hanger, Inc.
Granted	United States of America	SYSTEM FOR USING A DIGIT TO POSITION A PROSTHETIC OR ORTHOTIC DEVICE	12/027163	2/6/2008	7828857	11/9/2010	Hanger, Inc.
Granted	United States of America	SYSTEM AND METHOD FOR PRODUCING MEDICAL DEVICES	10/879653	6/28/2004	7340316	3/4/2008	Hanger, Inc.
Granted	United States of America	ELECTRICAL STIMULATION DEVICE AND METHOD FOR TREATMENT OF DYSPHAGIA	11/325196	1/4/2006	7660636	2/9/2010	Accelerated Care Plus Corp.
Granted	United States of America	Knee Sleeve	29/561,016	4/12/2016	D804680	12/5/2017	MMAR Medical Group, Inc.
Granted	United States of America	Electrical stimulation device and method for the treatment of neurological disorders	11/711,285	2/27/2007	7949403	5/24/2011	Accelerated Care Plus Corp.
Granted	United States of America	Electrical stimulation device and method for the treatment of neurological disorders	13/113,389	5/23/2011	8738142	5/27/2014	Accelerated Care Plus Corp.




SCHEDULE B
TO IP SECURITY AGREEMENT

INTELLECTUAL PROPERTY

U.S. TRADEMARKS

Application / Reg Numbers	Country	Mark	Status	Owner
85/091603 4043934	United States of America	ACCELERATED CARE PLUS	Registered	Accelerated Care Plus Corp.
85/091656 4011293	United States of America	ACP	Registered	Accelerated Care Plus Corp.
87/609633 5628985	United States of America	ACPL Logo with Phantom Letter "L" 	Registered	Hanger, Inc.
88/706548 6085146	United States of America	ACPlus	Registered	Hanger, Inc.
86/213068 4761350	United States of America	AMPOWER	Registered	Hanger, Inc.
86/146166 4583731	United States of America	AMPUSHIELD	Registered	Hanger, Inc.
76/632501 3454226	United States of America	ANSWER2	Registered	Hanger, Inc.
78/512893 3058861	United States of America	 ANSWER2	Registered	Hanger, Inc.
85/528266 4433156	United States of America	Broken Asterisk Logo 	Registered	Hanger, Inc.
85/978850 4433993	United States of America	Broken Asterisk Logo (Multi-Colored Rainbow) 	Registered	Hanger, Inc.
85/528347 4433157	United States of America	Broken Asterisk Logo (Orange) 	Registered	Hanger, Inc.
76/440976 2763838	United States of America	COMFORTFLEX	Registered	Hanger, Inc.
85/058028 3971879	United States of America	CORELINE	Registered	Southern Prosthetic Supply, Inc.
87/868593 5682116	United States of America	EMPOWER SUPPLY	Registered	Hanger, Inc.
85/335366 4667865	United States of America	EMPOWERING HUMAN POTENTIAL	Registered	Hanger, Inc.

Application / Reg Numbers	Country	Mark	Status	Owner
86/639501 5018847	United States of America	EXOSYM	Registered	Hanger, Inc.
85/309582 4086901	United States of America	HANGER	Registered	Hanger, Inc.
87/395763 5368443	United States of America	HANGER CLINIC	Registered	Hanger, Inc.
90/869829	United States of America	HANGER FOUNDATION	Pending	Hanger, Inc.
90/869925	United States of America	HANGER FOUNDATION (Stylized & Heart Empowerment Logo in Color) 	Pending	Hanger, Inc.
90/827872	United States of America	HANGER INSTITUTE	Pending	Hanger, Inc.
86/068067 4693131	United States of America	IN PROSTHETIC COMPONENTS	Registered	Hanger, Inc.
78/237805 3042446	United States of America	INSIGNIA	Registered	Hanger, Inc.
87/197824 5344239	United States of America	K-PAVET	Registered	Hanger, Inc.
77/085957 3358569	United States of America	LINKIA	Registered	Linkia, LLC
77/086246 3342821	United States of America	LINKIA STARFISH LOGO 	Registered	Linkia, LLC.
76/577044 3005180	United States of America	MACKIE	Registered	Hanger, Inc.
88/202381 6038071	United States of America	ME	Registered	Hanger, Inc.
87/868300 5629558	United States of America	MIGO	Registered	Hanger, Inc.
90/056662 6298728	United States of America	Mobility Empowerment Scorecard	Registered	Hanger, Inc.
77/113842 3463332	United States of America	OMNICYCLE	Registered	Accelerated Care Plus Corp.
88/426914 6159276	United States of America	OmniHi5	Registered	Hanger, Inc.
73/637115 1450594	United States of America	OMNISOUND	Registered	Accelerated Care Plus Corp.
87/024401 5459603	United States of America	OmniStand	Registered	Hanger, Inc.
73/637076 1450593	United States of America	OMNISTIM	Registered	Accelerated Care Plus Corp.

Application / Reg Numbers	Country	Mark	Status	Owner
87/024352 5157945	United States of America	OmniSWD	Registered	Hanger, Inc.
87/024369 5365720	United States of America	OmniVersa	Registered	Hanger, Inc.
90/242703 6591807	United States of America	OmniVitals Powered by Current Health	Registered	Hanger, Inc.
85/042426 3955983	United States of America	OMNIVR	Registered	Accelerated Care Plus Corp.
74/303476 1790201	United States of America	ORPRO	Registered	Hanger, Inc.
87/609617 5608275	United States of America	OUTCOMES ACCELERATED	Registered	Hanger, Inc.
78/654429 3294987	United States of America	PAVET	Registered	Hanger, Inc.
85/091692 3992451	United States of America	Person with Raised Arms Design (Color) 	Registered	Accelerated Care Plus Corp.
87/909568 5777166	United States of America	SELECTBASICS	Registered	Hanger, Inc.
87/868532 5997624	United States of America	SOLEWALKER	Registered	Hanger, Inc.
85/343519 4087646	United States of America	SPS	Registered	Southern Prosthetic Supply, Inc.
77/620439 4070953	United States of America	SUREFIT	Registered	Southern Prosthetic Supply, Inc.
77/947080 3941943	United States of America	VAC-PIN	Registered	Hanger, Inc.
86/746247 4959834	United States of America	Design Only 	Registered	The Orthotic and Prosthetic Centers, LLC
86/958049 5304285	United States of America	THE ORTHOTIC & PROSTHETIC CENTERS 	Registered	The Orthotic and Prosthetic Centers, LLC
86/929749 5108154	United States of America	SYNCHRONY DYSPHAGIA SOLUTIONS BY ACP	Registered	Accelerated Care Plus Corp.
85/170009 4115854	United States of America	OMNITEST	Registered	Accelerated Care Plus Corp.
90/041120	United States of America	OMNIFLOW	Pending	Hanger, Inc.

**SCHEDULE C
TO IP SECURITY AGREEMENT**

INTELLECTUAL PROPERTY

U.S. COPYRIGHTS

None.