

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI132147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FILLAUER COMPANIES, INC.		03/29/2024	Corporation: TENNESSEE
FILLAUER COMPOSITES LLC		03/29/2024	Limited Liability Company: UTAH
FILLAUER TRS, INC.		03/29/2024	Corporation: COLORADO
FILLAUER, LLC		03/29/2024	Limited Liability Company: TENNESSEE
MOTION CONTROL, INC.		03/29/2024	Corporation: UTAH

RECEIVING PARTY DATA

Company 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: 6

Property Type	Number	Word Mark
Registration Number:	4527707	FILLAUER
Registration Number:	3293396	PDQ
Registration Number:	1946975	STEP LOCK
Registration Number:	1625834	ISOCENTRIC
Registration Number:	6881212	MOTION ARM
Registration Number:	3820939	MOTION FOOT

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: 2129693000

Email: ypan@proskauer.com,hsuh@proskauer.com

Correspondent Name: Hyun Seung Suh

CH \$165.00.00 85627843

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: Yuming Pan

SIGNATURE: Yuming Pan

DATE SIGNED: 03/29/2024

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 29, 2024 (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"), and HANGER, INC., a Delaware corporation (the "Parent Borrower") have entered into the Second Lien Credit Agreement, dated as of October 3, 2022 (as amended by that certain Incremental Amendment No. 1, dated as of July 7, 2023, that certain Amendment No. 2, dated as of October 27, 2023, and that certain Amendment No. 3, dated as of December 22, 2023, and as further 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 supplemented by that certain Second Lien Security Agreement Supplement, dated as of January 12, 2023, and that certain Second Lien Security Agreement Supplement No. 2, dated as of September 25, 2023, and as further 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.

**FILLAUER COMPANIES, INC.
FILLAUER COMPOSITES LLC
FILLAUER TRS, INC.
FILLAUER, LLC
MOTION CONTROL, INC.**

DocuSigned by:
Thomas E Hartman
By: _____
Name: Thomas E. Hartman
Title: Senior Vice President, General Counsel and
Secretary

ARES CAPITAL CORPORATION,
as Collateral Agent

By: Michael L. Smith
Name: Michael Smith
Title: Authorized Signatory

SCHEDULE A
TO IP SECURITY AGREEMENT

INTELLECTUAL PROPERTY

U.S. PATENTS (registered and applied for)

Title	Jurisdiction	Status	Application number	Application date	Grant number	Grant date	Owner
Snap lock assisted mechanical joint	U.S.	Granted	12/507,773	2009-07-22	8123711	2012-02-28	Fillauer Companies, Inc.
Compact joint with two-axis construction, gear reduction, and radial hydraulic force transfer	U.S.	Granted	12/556,415	2009-09-09	8663142	2014-03-04	Fillauer Companies, Inc.
Apparatus and method for an orthotic and prosthetic joint	U.S.	Granted	13/493,526	2012-06-11	8715367	2014-05-06	Fillauer Companies, Inc.
Valve assembly for a prosthetic socket	U.S.	Granted	17/409,685	2021-08-23	11439522	2022-09-13	Fillauer Companies, Inc.
High-performance multi-component prosthetic foot	U.S.	Granted	12/179,757	2008-07-25	9011554	2015-04-21	Fillauer Composites LLC
Apparatus and method for a prosthetic foot cover	U.S.	Granted	15/998,761	2018-08-16	10874529 2	2020-12-29	Fillauer Composites LLC
Energy capturing and controlling joint module for external prosthetics	U.S.	Granted	13/195,827	2011-08-01	9034047	2015-05-19	Fillauer TRS, Inc.
Orthotic hinge system with spring-biased pawl control of	U.S.	Granted	11/804,645	2007-05-18	7662118	2010-02-16	Fillauer, LLC

Title	Jurisdiction	Status	Application number	Application date	Grant number	Grant date	Owner
ratchet member							
Device and system for prosthetic knees and ankles	U.S.	Granted	11/394,331	2006-03-29	7942935	2011-05-17	Motion Control
Wrist device for use with a prosthetic limb	U.S.	Granted	11/567,155	2006-12-05	7914587	2011-03-29	Motion Control
Energy storing foot plate	U.S.	Granted	12/470,365	2009-05-21	8888864	2014-11-18	Motion Control
Hand prosthesis	U.S.	Granted	14/057,916	2013-10-18	9320621	2016-04-26	Motion Control
Hand prosthesis	U.S.	Granted	15/135,365	2016-04-21	10004611	2018-06-26	Motion Control
Hand prosthesis	U.S.	Granted	15/135,368	2016-04-21	10004612	2018-06-26	Motion Control
System and method for force feedback	U.S.	Granted	11/011,759	2004-12-13	7438724	2008-10-21	Motion Control, Inc.
Above-knee prosthesis	U.S.	Granted	15/099,516	2016-04-14	9901467	2018-02-27	Motion Control, Inc.
Above-Knee Prosthesis	U.S.	Granted	15/099,516	2016-04-14		2016-10-20	Motion Control, Inc.
Prosthetic attachment device for osseointegrated implants	U.S.	Granted	16/218,157	2018-12-12	11246722	2022-02-15	Motion Control, Inc.
Powered prosthetic flexion device	U.S.	Granted	16/888,608	2020-05-29	11779473	2023-10-10	Motion Control, Inc.
Prosthetic Foot and Ankle System with Damper	U.S.	Pending	17/507,532	2021-10-21			Motion Control, Inc.
Hydraulic Locking Device and Systems	U.S.	Pending	17/507,538	2021-10-21			Motion Control, Inc.
Prosthetic Attachment Device for Osseointegrated Implants	U.S.	Pending	17/740,239	2022-05-09			Motion Control, Inc.
Prosthetic foot	U.S.	Granted	29/355,786	2010-02-12	D632392	2011-02-08	Motion Control, Inc.

Title	Jurisdiction	Status	Application number	Application date	Grant number	Grant date	Owner
Lower limb prosthetic device with wave spring	U.S.	Granted	13/200,689	2011-09-28	US8771372 B1	2014-07-08	Fillauer Composites LLC
Prosthetic device for handling a ball	U.S.	Granted	13/572,503	2012-8-10	US8984736 B2	2015-03-24	Fillauer TRS, Inc.
Multi-Centric Orthopedic Hinge Joint	U.S.	Granted	12/214,866	2008-06-23	US8083701 B2	2011-12-27	Fillauer Companies, Inc.
Helix Prosthesis	U.S.	Granted	29/612,928	2017-08-04	D835787	2018-12-11	Fillauer TRS, Inc.
Canine Prosthesis	U.S.	Granted	29/402,602	2011-09-24	D680648	2013-04-23	Fillauer TRS, Inc.
Prosthetic Foot/Ankle System with Automatic Alignment		Application	17/507,527	10/21/2021			Motion Control Inc. and US Gov via Dept' Veterans Affairs

SCHEDULE B
TO IP SECURITY AGREEMENT

INTELLECTUAL PROPERTY

U.S. TRADEMARKS (registered and applied for)

Trademark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Owner Name
FILLAUER	U.S. Federal	Registered	85627843	17-May-2012	4527707	13-May-2014	Fillauer Companies, Inc.
PDQ	U.S. Federal	Registered	77088705	23-Jan-2007	3293396	18-Sep-2007	Fillauer Companies, Inc.
STEP LOCK	U.S. Federal	Registered	74638145	24-Feb-1995	1946975	09-Jan-1996	Fillauer Companies, Inc.
ISOCENTRIC	U.S. Federal	Registered	73836937	06-Nov-1989	1625834	04-Dec-1990	Fillauer Companies, Inc.
MOTION ARM	U.S. Federal	Registered	90678252	28-Apr-2021	6881212	18-Oct-2022	Motion Control, Inc.
MOTION FOOT	U.S. Federal	Registered	77863451	03-Nov-2009	3820939	20-Jul-2010	Motion Control, Inc.

SCHEDULE C
TO IP SECURITY AGREEMENT

INTELLECTUAL PROPERTY

U.S. COPYRIGHTS

None.

EXCLUSIVE LICENSES

None.