

Form **PTO-1595** (Rev. 07/05)  
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U.S. DEPARTMENT OF COMMERCE  
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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Ossur hf

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 6/30/08

- ☐ Assignment
 ☐ Merger  
☒ Security Agreement
 ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Kaupthing Bank HF

Internal Address: c/o Kaupthing New York, Inc., STE 1528

Street Address: 230 Park Avenue

City: New York

State: NY

Country: USA Zip: 10169

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

A. Patent Application No.(s)

29/309,569

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Bacon & Thomas, PLLC

Internal Address: 4th Floor

Street Address: 625 Slaters Lane

City: Alexandria

State: VA Zip: 22314-1176

Phone Number: 703-683-0500

Fax Number: 703-683-1080

Email Address: mail@baconthomas.com

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 02-0200

Authorized User Name Bacon & Thomas, PLLC

### 9. Signature:

  
Signature

October 2, 2008

Date

JUSTIN J. CASSELL

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 020200 29309569

DATED 30<sup>th</sup> JUNE 2008

**FIRST AMENDMENT TO DECLARATION OF PLEDGE**

for

**ÖSSUR HF.**

as BORROWER

and

**KAUPTHING BANK HF.**

as LENDER

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**FIRST AMENDMENT TO DECLARATION OF PLEDGE  
RELATING TO A FACILITY AGREEMENT AND BRIDGE LOAN FACILITY  
AGREEMENT BETWEEN BORROWER AND LENDER, EACH  
DATED 5<sup>TH</sup> AUGUST 2005**

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**THIS FIRST AMENDMENT TO DECLARATION OF PLEDGE** (the "First Amendment") is dated on the 30<sup>th</sup> of June 2008 and is between:

**Össur hf.**, a company incorporated in Iceland, under company number 560271-0189, whose registered offices is at Grjótháls 5, 110 Reykjavík, Iceland (the "Borrower");

**Kaupthing bank HF.**, a company incorporated in Iceland, under company number 560882-0419, whose registered offices is at Borgartún 19, 105 Reykjavík, Iceland (the "Lender");

**WHEREAS:**

The parties signed Declaration of Pledge on 5<sup>th</sup> August 2005. Declaration of Pledge was a condition precedent to a Facility Agreement and Bridge Loan Facility Agreement dated 5<sup>th</sup> August 2005 made between the Borrower and the Lender, (the "Facility Agreements").

The Parties have agreed to make further certain amendments to the section 2c of the Declaration of Pledge, upon the terms as set out below.

**IT IS AGREED** as follows:

**1. DEFINITIONS.**

1.1. Words and expressions defined in the Facility Agreements shall have the same meanings when used in this First Amendment to Declaration of Pledge.

**2. AMENDMENTS.**

Section 2 of the Declaration of Pledge states:

*"To ensure payment, performance and/or discharge of the Secured Liabilities, the Borrower pledged by way of first ranking security to the Security Agent, for the benefit of the Secured Parties the following items:"*

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*"C. All present and future copyrights, trade marks, patents and patent applications, all trade and/or service marks and such applications, all brands and trade names, all registered designs and applications for registered designs, as listed in Schedule C. The Borrower shall procure that this pledge shall be registered with the Icelandic Trade Mark and Patent Registry where appropriate."*

The parties agree to replace the last sentence in Section 2c, in which reference is only made to the Icelandic Trade Mark and Patent Registry with the following sentence:

"The Borrower shall procure that this pledge shall be registered with the Icelandic Trade Mark and Patent Registry and the United States Patent and Trademark Office where appropriate."

Therefore, Section 2c of the Declaration of Pledge shall be in its entirety as follows:

"All present and future copyrights, trademarks, patents and patent applications, all trade and/or service marks and such applications, all brands and trade names, all registered designs and applications for registered designs, as listed in Schedule C. The Borrower shall procure that this pledge shall be registered with the Icelandic Trade Mark and Patent Registry and the United States Patent and Trademark Office where appropriate."

### 3. GOVERNING LAW AND JURISDICTION.

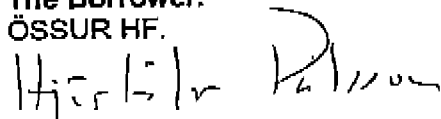
This First Amendment to Declaration of Pledge is governed by Icelandic law.

Any dispute arising out of or in connection with this Amendment shall be settled before the District Court of Reykjavik.

THIS AGREEMENT has been entered into on the date stated at the beginning of this First Amendment to Declaration of Pledge.

#### SIGNATORIES:

The Borrower:  
ÖSSUR HF.

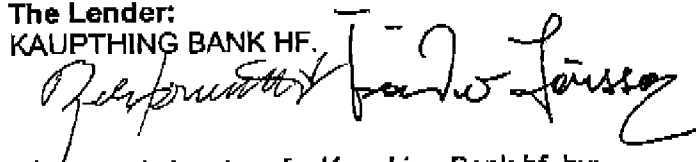


Witnessed signature for Össur hf. by:

Asthildur Ottarsdóttir 300368-3799

Telma Latanova 140567-2629

The Lender:  
KAUPTHING BANK HF.



Witnessed signature for Kaupthing Bank hf. by:

Hefa Þorvaldsson 200877-3259

Ingólfur Þor Agústsson 200375-5867