

04-17-2002

3.27.02



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102057742

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copies thereof.

OFFICE OF PAPER RECORDS MAR 27 11 09 25 FINANCE SECTION

1. Name of conveying party(ies): NovaCare Orthotics & Prosthetics East, Inc. (re-named Hanger Prosthetics & Orthotics, East), 2 Bethesda Metro Center, 12th Flr, Bethesda, MD. Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: BNP Paribas Internal Address: Street Address: 787 Seventh Avenue City: NY State: NY Zip: 10019. Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Commercial Bank. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other Grant of Security Interest. Execution Date: 02/28/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached B. Trademark Registration No.(s) 1594563. Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Danice Kowalczyk, Esq. White & Case Internal Address: Street Address: 1155 Avenue of the Americas City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved: 1. 7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed, Authorized to be charged to deposit account. 8. Deposit account number: 23-1705 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Danice Kowalczyk, Esq. Signature Date 3/26/02. Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12 APR 01 0000074 1594563

40.00 OP

TRADEMARK REEL: 002484 FRAME: 0859

SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Reg./Ser. No.</u>	<u>Reg. Date</u>
SABOLICH	1,594,563	Reg. 05/01/90; OG Renewal 02/20/01

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NovaCare Orthotics & Prosthetics East, Inc. (acquired by Hanger Orthopedic Group, Inc. and currently re-named Hanger Prosthetics & Orthotics East, Inc.) (the "Grantor"), a Delaware corporation, with principal offices at 2 Bethesda Metro Center, 12<sup>th</sup> Floor, Bethesda, Maryland 20814, hereby assigns and grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Assignor's rights, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 15, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

\_\_ day of February, 2002.

NovaCare Orthotics & Prosthetics East, Inc.,  
(acquired by Hanger Orthopedic Group, Inc. and  
currently re-named Hanger Prosthetics & Orthotics  
East, Inc.), Grantor

By Glen Lohmann  
Name: Glen Lohmann  
Title: Secretary

BNP Paribas, as Collateral Agent and Grantee

By C. Scallier  
Name: **CATHERINE SCALLIER**  
Title: **Director**

STATE OF MO)  
COUNTY OF Montgomery) SS:

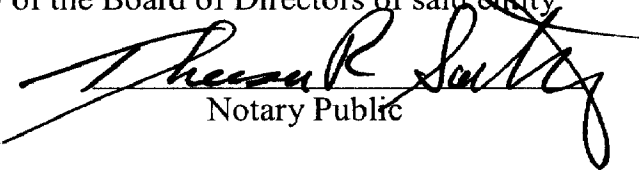
On this 28 day of Feb, 2002, before me personally came \_\_\_\_\_

Glenn Sherman who, being by me duly sworn, did state as follows: that [s]he is Secretary of NovaCare Orthotics & Prosthetics East, Inc., (acquired by Hanger Orthopedic Group, Inc. and currently re-named Hanger Prosthetics & Orthotics East, Inc.), that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Deborah A. [Signature]  
Notary Public

STATE OF New York )  
COUNTY OF New York ) SS:

On this 14<sup>th</sup> day of February, 2002 before me personally came Catherine  
Scaillier who, being by me duly sworn, did state as follows: that [s]he is  
Director of BNP Paribas, that [s]he is authorized to execute the foregoing Grant on  
behalf of said entity and that [s]he did so by authority of the Board of Directors of said entity.

  
Notary Public

**THERESA R. SANTIAGO**  
Notary Public, State of New York  
No. 01SA6050929  
Qualified in Queens County  
Certificate Filed in New York County  
My Commission Expires 11-13-2002