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3.27.02

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Tab settings ⇨ ⇨ ⇨



102057746

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

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

1. Name of conveying party(ies):
Southern Prosthetics Supply, Inc.
2 **Bethesda Metro Center**, 12th Floor
Bethesda, Maryland 20814

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Georgia)
 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 Entity

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: 02/28/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
1520220

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Danice Kowalczyk, Esq.
Internal Address: White & Case
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. _____ 3/26/02
Name of Person Signing Signature Date

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

04/16/2002 AHMED1 00000070 1520220
01 FD:461 40.00 04

TRADEMARK
REEL: 002484 FRAME: 0873

SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Reg./Ser. No.</u>	<u>Reg. Date</u>
SPS & Design	1,520,220	Reg. 01/10/89

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Southern Prosthetics Supply, Inc., (the "Grantor"), a Georgia corporation, with principal offices at 2 Bethesda Metro Center, 12th 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 ____, 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.

Southern Prosthetics Supply, Inc., Grantor

By Glen Libman

Name: Glen Libman

Title: Secretary

BNP Paribas, as Collateral Agent and Grantee

By C. Scailier

Name: **CATHERINE SCAILLIER**

Title: **Director**

STATE OF MD)
COUNTY OF Montgomery) ss:

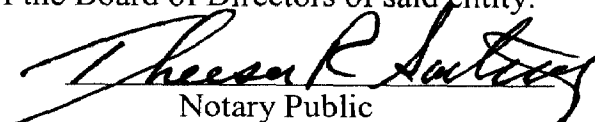
On this 28 day of Feb. 2002 before me personally came _____
Glean Lehmann who, being by me duly sworn, did state as follows: that [s]he is
Secretary of Southern Prosthetics Supply, Inc., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.



Notary Public

STATE OF New York)
COUNTY OF New York) ss:

On this 14th 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. 01SA8050929
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires 11-13-2002