

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		05/26/2006	COMPANY:
RECEIVING PARTY DATA			
Name:	Hanger Prosthetics & Orthotics, Inc		
Street Address:	2 Bethesda Metro Center, Suite 1200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2042961	OPNET	
Registration Number:	1911834	ORTHOPEDIC GROUP INC. HANGER	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jacob.fisher@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Jacob Fisher		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	73683.0815		
NAME OF SUBMITTER:	Jacob Fisher		
Signature:	/Jacob Fisher/		
Date:	05/30/2006		

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Total Attachments: 3

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**TERMINATION AND RELEASE
OF
GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of May 26, 2006 (this "Termination and Release"), by BNP PARIBAS, as Administrative Agent (in such capacity, the "Grantee") under that certain Security Agreement, dated as of February 15, 2002 (as amended, the "Security Agreement"), among HANGER ORTHOPEDIC GROUP, INC. (the "Borrower") and certain of its Subsidiaries, and Grantee, in connection with that certain Credit Agreement, dated as of February 15, 2002, among Grantee, LEHMAN COMMERCIAL PAPER INC. as Syndication Agent, and the lenders from time to time party thereto (the "Credit Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, pursuant to the Grant of Security Interest in United States Trademarks, dated as of February 15, 2002 (as amended, the "IP Security Agreement"), by the grantors party thereto (collectively, the "Grantors"), each Grantor granted to the Grantee a security interest in, and granted, assigned and conveyed to the Grantee, such Grantor's entire right, title and interest in and to the Trademarks, all Proceeds (as defined in the IP Security Agreement) and products of the Trademarks, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same, including all reissues, continuations, extensions and appurtenant goodwill of any and all of the foregoing, set forth in the IP Security Agreement, including without limitation the Intellectual Property listed on Exhibit A hereto (the "IP Collateral"); and

WHEREAS, the Grantee has terminated the IP Security Agreement and agreed to release, relinquish and discharge its right, title and interest in the IP Collateral as herein provided;


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

1. The Grantee hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the IP Collateral.
2. The Grantee hereby agrees, at the expense of the Borrowers, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Borrowers to effectuate, record or evidence the release of the Grantee's security interest in the IP Collateral.
3. The Grantee authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the IP Collateral, as applicable.
4. This Termination and Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be duly executed as of this 26th day of May, 2006.

BNP PARIBAS,
as Grantee

By: 
Name: CECILE SCHERRER
Title: Director
Merchant Banking Group


By: 
Name: CHARLES ROMANO
Title: VICE PRESIDENT

Exhibit A

IP Collateral

Hanger Prosthetics & Orthotics, Inc.

Title	Registration/Serial Number	Registration Date
OPNET	2,042,961	Reg. 03/11/97
HANGER ORTHOPEDIC GROUP, INC. (Stylized)	1,911,834	Reg. 08/15/95