

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Langer Acquisition Corp.		10/24/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal
<b>Street Address:</b>	115 South LaSalle Street
<b>Internal Address:</b>	Floor 18 West
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	1274226	LANGER
Registration Number:	2360393	PPT
Registration Number:	2930137	L.XCEL
Registration Number:	1865656	LBG
Registration Number:	1865698	SUPERFORM
Registration Number:	1032898	SPORTHOTICS
Registration Number:	1208066	BIO-FLEX
Registration Number:	1172131	TEMPPTHOTICS
Registration Number:	1185622	TEMPPTHOTICS
Registration Number:	1136689	PPT
Registration Number:	1304840	LANGER
Registration Number:	1366547	HEALTHFLEX
Registration Number:	1681907	DIAB-A-SOLES

CH \$1040.00 1274226

Registration Number:	1329421	SLIMTHOTICS
Registration Number:	2103158	STYLOTIC
Registration Number:	2512139	LANGER
Registration Number:	2760672	CONTOURS
Registration Number:	2795688	CMS
Registration Number:	2654408	CMS
Registration Number:	1909895	BENEFOOT
Registration Number:	1963952	THERAFORM SELECTIVES
Registration Number:	2775364	PPT
Registration Number:	2175239	SCANCAST 3D
Registration Number:	1674130	DIAB-A-SHEETS
Registration Number:	1643502	DIAB-A-THOTICS
Registration Number:	1597807	PROTECT
Registration Number:	1978487	DRESSFLEX
Registration Number:	2475982	ULTRALUX
Registration Number:	2090818	HEEL FIT
Registration Number:	1917779	LYTE FIT
Registration Number:	1364321	GERI-FLEX
Registration Number:	1936282	BENEFOOT
Registration Number:	1950886	BENESPORT
Registration Number:	1952878	BENEGUARD
Registration Number:	1958440	
Registration Number:	2712257	CASTLESS MEASUREMENT SYSTEM
Registration Number:	2816136	LANGERFLEX
Registration Number:	2765370	LANGERZORB
Registration Number:	1532885	E.D.G.
Registration Number:	1742985	DESIGNLINE
Serial Number:	78885445	PROPEL

#### CORRESPONDENCE DATA

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street  
 Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1698653

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 11/17/2008

Total Attachments: 5  
source=2535991#page1.tif  
source=2535991#page2.tif  
source=2535991#page3.tif  
source=2535991#page4.tif  
source=2535991#page5.tif

## TRADEMARK COLLATERAL AGREEMENT

This 24th day of October, 2008, LANGER ACQUISITION CORP., a Delaware corporation to become known as LANGER BIOMECHANICS, INC. (the "*Debtor*") with its principal place of business and mailing address at 450 Commack Road, Deer Park, New York 11729, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank, with its mailing address at 115 South LaSalle Street, Floor 18 West, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

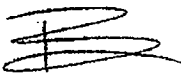
to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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 WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LANGER ACQUISITION CORP.

By   
Name Bruce Morrison  
Title President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LANGER ACQUISITION CORP.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By Bryan D McManis  
Name Bryan D McManis  
Title Cross-Border Associate

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

<b>Trademark</b>	<b>Country</b>	<b>Serial Number</b>	<b>Registration Number</b>
LANGER	USA	73404851	1274226
PPT	USA	75801225	2360393
L XCEL	USA	76524496	2930137
LBG (design)	USA	74463889	1865656
SUPERFORM	USA	74468065	1865698
SPORHOTICS & design	USA	73046071	1032898
BIO-FLEX	USA	73307446	1208066
TEMPHOTICS	USA	73284247	1172131
TEMPHOTICS	USA	73289464	1185622
PPT & design	USA	73206579	1136689
LANGER	USA	73452638	1304840
HEALTHFLEX	USA	73536468	1366547
DIAB-A-SOLES	USA	74066542	1681907
SLIMHOTICS	USA	73489579	1329421
STYLOTIC	USA	75162224	2103158
LANGER	USA	76079591	2512139
CONTOURS	USA	76168506	2760672
CMS	USA	76378683	2795688
CMS	USA	76378687	2654408
BENEFOOT	USA	74802130	1909895
THERAFORM SELECTIVES	USA	74615173	1963952
PPT & design	USA	76478893	2775364
SCANCAST 3D	USA	74559824	2175239
DIAB-A-SHEETS	USA	74066608	1674130
DIAB-A-THOTICS	USA	74066543	1643502
PROTECT	USA	73803795	1597807

Trademark	Country	Serial Number	Registration Number
DRESSFLEX	USA	74704599	1978487
ULTRALUX	USA	74717551	2475982
HEEL FIT	USA	75098117	2090818
LYTE FIT	USA	74468726	1917779
GERI-FLEX	USA	73493821	1364321
BENEFOOT	USA	74360672	1936282
BENESPORT	USA	74615174	1950886
BENEGUARD	USA	74615172	1952878
CIRCLE & design	USA	74559819	1958440
CASTLESS MEASUREMENT SYSTEM	USA	76378688	2712257
LANGERFLEX	USA	76378685	2816136
LANGERZORB	USA	76378684	2765370
PROPEL	USA	78885445	
E.D.G.	USA	73747574	1532885
DESIGNLINE	USA	74249628	1742985