TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM737175

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Orthotic and Prosthetic Centers, LLC	FORMERLY Orthotic and Prosthetic Center of Boston, LLC	06/24/2022	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Independence Center, 101 N Tryon St.
Internal Address:	MC: NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5304285	THE ORTHOTIC & PROSTHETIC CENTERS
Registration Number:	4959834	

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/27/2022

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.
Name of conveying party(les): The Orthotic and Prosthetic Centers, LLC (f/k/a Orthotic and Prosthetic Center of Boston, LLC)	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Name: Bank of America, N.A.
Individual(s) Association Partnership Limited Partnership	Street Address: Dise Independence Center, 101 N Tryon St., MC: NC1-001-05-45 City: Charlotte
Corporation- State: Other LLC-MA Citizenship (see guidelines) USA Additional names of conveying parties attached?	Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) identification or description of the Trademark. B. Trademark Registration No.(s) See Schedule I Additional sheet(s) attached? × Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Senior Paralegal	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP, 32 Old Slip	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005 Phone Number: (212) 701-3365 Docket Number: Email Address: ecarrera@cahill.com	Deposit Account Number Authorized User Name
9. Signature: Elain Care	June 24, 2022
Signature Elaine Carrera Name of Person Signing	Date Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8148, or melied to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1459

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Trademark Security Agreement

Trademark Security Agreement, dated as of June 24, 2022 by the grantor listed on the signature pages hereto (the "<u>Grantor</u>"), in favor of BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "<u>Agent</u>") pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement (defined below)).

WITNESSETH:

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated March 6, 2018, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) All Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. <u>Termination</u>. At such time as the Loans and the Obligations (other than contingent indemnification or similar obligations not yet due, Borrower Hedge Agreement Obligations and Guarantor Hedge Agreement Obligations) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (unless cash collateralized on terms acceptable to the L/C Issuer or such Letter of Credit becomes a Supported

TRADEMARK REEL: 007762 FRAME: 0787 Letter of Credit) and termination of the Guarantee and Collateral Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature pages follow]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE ORTHOTIC AND PROSTHETIC CENTERS, LLC (F/K/A ORTHOTIC AND PROSTHETIC CENTER OF BOSTON, LLC)

By:

Name: Thomas E. Hartman

Title: Senior Vice President, General Counsel

and Secretary

Accepted and Agreed: BANK OF AMERICA, N.A., as Agent

By:

Name: Christine Trotter Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	APPLICATION NUMBER / REGISTRATION NUMBER	TRADEMARK
The Orthotic and Prosthetic Centers, LLC (f/k/a Orthotic and Prosthetic Center of Boston, LLC) ¹	86958049 / 5304285	THE ORTHOTIC & PROSTHETIC CENTERS
The Orthotic and Prosthetic Centers, LLC	86746247 / 4959834	

By license/permission:	
None.	
Applications:	
None.	

4881-4486-0703

RECORDED: 06/27/2022

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 $^{^{\}rm 1}$ Grantor is in the process of updating record ownership.