

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royce Medical Company		09/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kaupthing Bank HF
Street Address:	230 Park Avenue
Internal Address:	c/o Kaupthing New York, Inc., Ste 1528
City:	New York
State/Country:	NEW YORK
Postal Code:	10169
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2104199	AIR FORM
Registration Number:	1828838	AIR WALKER
Registration Number:	2854693	AIRFORM STIRRUP
Registration Number:	1600644	CENTEC ORTHOPAEDICS
Registration Number:	1596197	ECLIPSE
Registration Number:	1746973	EQUALIZER
Registration Number:	1832086	EQUALIZER AIR WALKER
Registration Number:	2431977	EXOFORM
Registration Number:	2670156	EXOLITE
Registration Number:	2716418	FLEX EDGE
Registration Number:	2012368	FORM FIT
Registration Number:	2935911	INNOVATOR
Registration Number:	1598419	LACE LOCK

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Registration Number:	2032071	
Registration Number:	1903481	NEO-MAX
Registration Number:	1598421	PONY
Registration Number:	2961776	
Registration Number:	2781242	ROYCE MEDICAL
Registration Number:	1457809	ROYCE MEDICAL PRODUCTS
Registration Number:	2505326	TECHFORM
Registration Number:	1787438	THERA BACK
Registration Number:	1787437	TRI BACK
Serial Number:	76528964	ACTIVE OFFLOADING WALKER
Serial Number:	78572724	EXTREME BRACE
Serial Number:	76626337	FAST CAST
Serial Number:	78572721	QUICK DRY
Serial Number:	78572719	SLIDE-TO-SIZE
Serial Number:	76528965	ACTIVHEX

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/29/2005

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Royce Medical Company, a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, (i) Ossur HF. (the "**Borrower**"), the Guarantors party thereto, the Lenders party thereto, and Kaupthing Bank HF., as Facility Agent and Security Agent, are parties to a Facilities Agreement (as amended from time to time, the "**Facility Agreement**"), and (ii) the Borrower and Kaupthing Bank HF. are parties to the Bridge Loan Facility Agreement (as amended from time to time, the "**Bridge Loan Facility Agreement**"), each dated as of August 5, 2005; and

WHEREAS, pursuant to (i) the Facilities Agreement and (ii) a Security Agreement dated as of August 10, 2005 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the US Guarantors party thereto and Kaupthing Bank HF., as Security Agent for the Applicable Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (iii) certain other US Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Applicable Secured Parties a continuing security interest in the Collateral of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor as to which registration has been made or applied for with the United States Patent and Trademark Office, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party relating to any Trademark specified in foregoing clause (i), including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1 day of September, 2005.

ROYCE MEDICAL COMPANY

By: Hjorleifur Palsson
Name: Hjorleifur Palsson
Title: Assistant Secretary

Acknowledged:

KAUPTHING BANK HF.,
as Security Agent

By: _____
Name:
Title:



IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1 day of September, 2005.

ROYCE MEDICAL COMPANY

By: _____
Name:
Title:

Acknowledged:

KAUPTHING BANK HF.,
as Security Agent

By: [Signature] [Signature]
Name: MARKI PUELO ASTHILDUR OTTARSDOTTIR
Title: CORP BANKING MD MANAGER CORPORATE BANKING

**Schedule 1
to Trademark
Security Agreement**

ROYCE MEDICAL COMPANY

U.S. TRADEMARK REGISTRATIONS

STATUS	DESCRIPTION	REGISTRATION #/ APPLICATION #	APP. YEAR / REG. YEAR
Registered	Air Form	2104199	1997
Registered	Air Walker	1828838	1994
Registered	Airform Stirrup	2854693	2004
Registered	Centec Orthopedics	1600644	1990
Registered	Eclipse	1596197	1990
Registered	Equalizer	1746973	1993
Registered	Equalizer Air Walker	1832086	1994
Registered	Exoform	2431977	2001
Registered	Exolite	2670156	2002
Registered	Flex Edge	2716418	2003
Registered	Form Fit	2012368	1996
Registered	Innovator	2935911	2005
Registered	Lace Lock	1598419	1990
Registered	Miscellaneous Design	2032071	1997
Registered	Neo-Max	1903481	1995
Registered	Pony	1598421	1990
Registered	Royce Logo	2961776	2005
Registered	Royce Medical	2781242	2003
Registered	Royce Medical Products	1457809	1987
Registered	Techform	2505326	2001
Registered	Thera Back	1787438	1993
Registered	Tri Back	1787437	1993
Pending	Active Offloading Walker	76/528964	2003
Pending	Extreme Brace	78/572724	2005
Pending	Fast Cast	76/626337	2004
Pending	Quick Dry	78/572721	2005
Pending	Slide-to-Size	78/572719	2005
Published	Activhex	76/528965	2003

Trademark Licenses

None.

/- Current/7266013v2