

Form PTO-1594 (Rev. 08/08)  
OMB Collection 0651-0027 (exp. 8/31/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Ossur hf

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 6/30/08

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Kaupthing Bank HF

Internal

Address: c/o Kaupthing New York, Inc. STE1528

Street Address: 230 Park Avenue

City: New York

State: NY

Country: USA Zip: 10169

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Attached List

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Bacon & Thomas, PLLC

Internal Address: 4th Floor

Street Address: 625 Slaters Lane

City: Alexandria

State: VA Zip: 22314-1176

Phone Number: 703-683-0500

Fax Number: 703-683-1080

Email Address: mail@baconthomas.com

**6. Total number of applications and registrations involved:**

53

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 2120.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 02-0200  
Authorized User Name Bacon & Thomas, PLLC

**9. Signature:**

  
Signature  
JUSTIN J. CASSELL

August 13, 2008

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1340.00 020200 76166126

Trademark name	App. no.	App. date	Reg. no	Reg. date	Assignee	Status
ARC	76/166,126	16-Nov-2000	2,818,685	2-Mar-2004	Ossur hf.	Registered
Bionic b logo	78/679,050	26-Jul-2005			Ossur hf.	Pending
Cheetah	78/141,544	5-Jul-2002	2,936,773	29-Mar-2005	Ossur hf.	Registered
Dermo	76/098,624	31-Jul-2000	2,590,647	9-Jul-2002	Ossur hf.	Registered
Dermogel	76/098,0609	7-Jul-2000	2,593,774	16-Jul-2002	Ossur hf.	Registered
Elation	78/176,946	22-Oct-2002	2,955,544	24-May-2005	Ossur hf.	Registered
Empower Smart	77/019,116	11-Oct-2006			Ossur hf.	Pending
FlexSkin	78/412,450	3-May-2004	3,225,571	3-Apr-2007	Ossur hf.	Registered
Icecast	75/211,836	12-Dec-1996	2,176,202	26-Jul-1998	Ossur hf.	Registered
Icecast			1,781,269	13-Jul-1993	Ossur hf.	Registered
Iceflex	75/772,732	11-Aug-1999	2,699,087	25-Mar-2003	Ossur hf.	Registered
IceLock	76/166,198	16-Nov-2000	2,793,547	16-Dec-2003		Registered
Iceross	74/3063,333		1,788,028	17-Aug-1993	Ossur hf.	Registered
Iceross Comfort	75/547,678	9-Sep-1998	2,380,452	29-Aug-2000	Ossur hf.	Registered
IceX	75/211,840	12-Dec-1996	2,176,203	26-Jul-1998	Ossur hf.	Registered
Life Without Limitations	78/945,636	4-Aug-2006	3,249,574	5-Jun-2007	Ossur hf.	Registered
RHEO KNEE	78/355,206	21-Jan-2004	3,114,942	11-Jul-2006	Ossur hf.	Registered
Seal-In	78/490,275	27-Sep-2004	3,112,951	4-Jul-2006	Ossur hf.	Registered
Sensil	75/366,908	2-Oct-1997	2,322,620	29-Feb-2000	Ossur hf.	Registered
Silken	76/114,400	23-Aug-2000	2,603,716	6-Aug-2002	Ossur hf.	Registered
Stablo	78/141,540	5-Jul-2002	2,916,681	4-Jan-2005	Ossur hf.	Registered
Sti-Test	75/826,421	20-Oct-1999	2,691,841	4-Mar-2003	Ossur hf.	Registered
The Pin Pyramid Pull	76/154,434	27-Oct-2000	2,627,408	1-Oct-2002	OSSUR NORDIC	Registered
Ossur logo	76/186,688	22-Dec-2000	2,774,457	21-Oct-2003	Ossur hf.	Registered
Ossur	76/186,687	22-Dec-2000	2,774,456	21-Oct-2003	Ossur hf.	Registered
Ossur Silken	76/114,406	23-Aug-2000	2,597,059	23-Jul-2002	Ossur hf.	Registered
Ossur Silken	76/114,406		2,597,059	23-Jul-2002	Ossur hf.	Registered
PROPRIO FOOT	78/754,081	15-Nov-2005	3,314,015	16-Oct-2007	Ossur hf.	Registered
Unloader One	77/412,829	4-Mar-2006			Ossur hf.	Pending
Indicator		7-Aug-2002	3,147,419	26-Sep-2006	Generatio n II Orthotics, Inc.	Registered
	78/151,798					
Operate through your initi		13-Dec-2002	2,804,879	13-Jan-2004	Generatio n II Orthotics, Inc.	Registered
	78/194,545					
Paradigm		26-Jun-2002	2,857,797	29-Jun-2004	Generatio n II Orthotics, Inc.	Registered
	78/139,206					
Matrix		11-Mar-2002	3,052,003	31-Jan-2006	Generatio n II Orthotics, Inc.	Registered
	76/381,043					
Extreme		29-Jan-2002	2,809,777	3-Feb-2004	Generatio n II Orthotics, Inc.	Registered
	76/363,940					
Unloader Express		14-Mar-1997	2,161,047	26-May-1998	Generatio n II Orthotics, Inc.	Registered
	75/257,062					
Adjustable Dynamic Joint		16-May-1996	2,298,437	7-Dec-1999	Generatio n II Orthotics, Inc.	Registered
	75/104,848					
Gill Trainer		7-Mar-1996	2,066,683	3-Jun-1997	Generatio n II Orthotics, Inc.	Registered
	75/069,008					

Trademark name	App. no.	App. date	Reg. no	Reg. date	Assignee	Status
The Unloader	74/055,267	3-May-1990	1,690,007	2-Jun-1992	Generatio n II Orthotics, Inc.	Registered
GII Poli-axial	73/788,913	24-Mar-1989	1,624,643	27-Nov-1990	Generatio n II Orthotics, Inc.	Registered
GameDay	77/210,658	20-Jun-2007			Ossur hf.	Pending
Innovator DLX	78/907,016	13-Jun-2006	3,229,683	17-Apr-2007	Ossur hf.	Registered
Innovator X	78/931,426	17-Jul-2006	3,370,833	15-Jan-2008	Ossur hf.	Registered
Ortho-roll	78/774,575	15-Dec-2005	3,320,815	23-Oct-2007	Ossur hf.	Registered
CTI	77/186,300	21-May-2007			Ossur hf.	Pending
GoTrac	76/680,210	2-Aug-2007			Ossur hf.	Pending
Lil Angel	76/654,578	3-Feb-2008	3188598	26-Dec-2006	Ossur hf.	Registered
Lil Angel & Design	76/653,457	12-Jan-2006	3188586	26-Dec-2006	Ossur hf.	Registered
Miami JTO	76/367,682	6-Feb-2002	2,635,225	15-Oct-2002	Ossur hf.	Registered
Occian	76/626,958	5-Jan-2005	3,048,294	24-Jan-2006	Ossur hf.	Registered
	76/626,957	5-Jan-2005	3155653	17-Oct-2006	Ossur hf.	Registered
	76/628,956	5-Jan-2005	3151415	3-Oct-2006	Ossur hf.	Registered
Resolve	76/634,040	16-Mar-2005	3108519	27-Jun-2008	Ossur hf.	Registered
	74/530,354	27-May-1994	1938003	28-Nov-1995	Ossur hf.	Registered

DATED 30<sup>th</sup> JUNE 2008

**FIRST AMENDMENT TO DECLARATION OF PLEDGE**

for

**ÖSSUR HF.**

as BORROWER

and

**KAUPTHING BANK HF.**

as LENDER

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**FIRST AMENDMENT TO DECLARATION OF PLEDGE  
RELATING TO A FACILITY AGREEMENT AND BRIDGE LOAN FACILITY  
AGREEMENT BETWEEN BORROWER AND LENDER, EACH  
DATED 5<sup>TH</sup> AUGUST 2005**

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**THIS FIRST AMENDMENT TO DECLARATION OF PLEDGE** (the "First Amendment") is dated on the 30<sup>th</sup> of June 2008 and is between:

**Össur hf.**, a company incorporated in Iceland, under company number 560271-0189, whose registered offices is at Grjótháls 5, 110 Reykjavík, Iceland (the "Borrower");

**Kaupthing bank HF.**, a company incorporated in Iceland, under company number 560882-0419, whose registered offices is at Borgartún 19, 105 Reykjavík, Iceland (the "Lender");

WHEREAS:

The parties signed Declaration of Pledge on 5<sup>th</sup> August 2005. Declaration of Pledge was a condition precedent to a Facility Agreement and Bridge Loan Facility Agreement dated 5<sup>th</sup> August 2005 made between the Borrower and the Lender, (the "Facility Agreements").

The Parties have agreed to make further certain amendments to the section 2c of the Declaration of Pledge, upon the terms as set out below.

**IT IS AGREED** as follows:

**1. DEFINITIONS.**

1.1. Words and expressions defined in the Facility Agreements shall have the same meanings when used in this First Amendment to Declaration of Pledge.

**2. AMENDMENTS.**

Section 2 of the Declaration of Pledge states:

*"To ensure payment, performance and/or discharge of the Secured Liabilities, the Borrower pledged by way of first ranking security to the Security Agent, for the benefit of the Secured Parties the following items:"*

*.....*  
*"C. All present and future copyrights, trade marks, patents and patent applications, all trade and/or service marks and such applications, all brands and trade names, all registered designs and applications for registered designs, as listed in Schedule C. The Borrower shall procure that this pledge shall be registered with the Icelandic Trade Mark and Patent Registry where appropriate."*

The parties agree to replace the last sentence in Section 2c, in which reference is only made to the Icelandic Trade Mark and Patent Registry with the following sentence:

"The Borrower shall procure that this pledge shall be registered with the Icelandic Trade Mark and Patent Registry and the United States Patent and Trademark Office where appropriate."

Therefore, Section 2c of the Declaration of Pledge shall be in its entirety as follows:

"All present and future copyrights, trademarks, patents and patent applications, all trade and/or service marks and such applications, all brands and trade names, all registered designs and applications for registered designs, as listed in Schedule C. The Borrower shall procure that this pledge shall be registered with the Icelandic Trade Mark and Patent Registry and the United States Patent and Trademark Office where appropriate."

**3. GOVERNING LAW AND JURISDICTION.**

This First Amendment to Declaration of Pledge is governed by Icelandic law.

Any dispute arising out of or in connection with this Amendment shall be settled before the District Court of Reykjavik.

THIS AGREEMENT has been entered into on the date stated at the beginning of this First Amendment to Declaration of Pledge.

**SIGNATORIES:**

**The Borrower:**  
ÖSSUR HF.

*Hilmar Pálsson*

Witnessed signature for Össur hf. by:

*Astþildur Ottarsdóttir 300368-3799*

*Tatjana Sateruovic 140567-2629*

**The Lender:**

KAUPTHING BANK HF.

*Guðmundur Þorvaldur Lárusson*

Witnessed signature for Kaupthing Bank hf. by:

*Helga Þorvaldsson 200377-3259*

*Ingólfur Þor Agústsson 200375-5869*