

Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 6/30/2006)

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

## RECORDATION FORM COVER SHEET PATENTS 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):

Aircast LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s): February 20, 2007

- ☒ Assignment ☐ Merger ☐ Change of Name  
☐ Security Agreement ☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

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

Name: DJO, LLC

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

1430 Decision Street

City: Vista

State: California

Country: United States of America Zip: 92081-8553

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

A. Patent Application No.(s)  
SEE SCHEDULE A

☐ This document is being filed together with a new application.

B. Patent No.(s)

SEE SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Edward J. Kelly  
FISH & NEAVE IP GROUP, ROPES & GRAY  
LLP

Internal Address: Atty. Dkt.: ACIZ-GIP-001

Street Address: One International Place

City: Boston

State: MA Zip: 02110-2624

Phone Number: (617) 951-7532

Fax Number: (617) 951-7050

Email Address: ekelly@ropesgray.com

### 6. Total number of applications and patents involved:

42

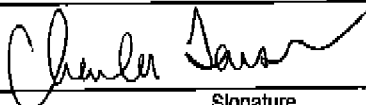
### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,680.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 18-1945  
Authorized User Name Edward J. Kelly

### 9. Signature:



Signature

Charles D. Larsen - 48,533

Name of Person Signing

7-31-07

Date

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

5

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: 7/31/07

Signature: Joanne Ryan (Joanne Ryan)

## Schedule A

ATTY DKT NO.	SERIAL NO.	PATENT NO.
ACIZ-P01-003	09/490479	6406450
ACIZ-P01-004	10/726343	
ACIZ-P01-006	29/188980	D495420
ACIZ-P01-017	09/592229	6463934
ACIZ-P01-018	09/876345	6551317
ACIZ-P01-019	10/074960	6755798
ACIZ-P01-020	11/140166	
ACIZ-P01-021	09/174498	6368357
ACIZ-P01-022	11/051791	
ACIZ-P01-023	103/57990	7156818
ACIZ-P01-028	07/794856	5125400
ACIZ-P01-029	10769587	
ACIZ-P01-039	07/644835	5314455
ACIZ-P01-045	07/665604	5113877
ACIZ-P01-048	08/148937	5387185
ACIZ-P01-049	08/077006	5389065
ACIZ-P01-053	09/040839	6027468
ACIZ-P01-054	07/789749	5277695
ACIZ-P01-057	51,570	D307054
ACIZ-P01-058	06/712745	4628918
ACIZ-P01-059	06/694700	4628945
ACIZ-P01-061	07/051360	4872448
ACIZ-P01-062	07/821401	5213564
ACIZ-P01-065	11/338164	
ACIZ-P01-070	11/282330	
ACIZ-P01-072	11/639581	
ACIZ-P01-073	11/635971	
ACIZ-P01-074	11/493152	
ACIZ-P01-075	11/254544	
ACIZ-P02-010	08/421040	5588955
ACIZ-P02-018	10/389449	7001384
ACIZ-P02-019	10/880026	
ACIZ-P02-020	29/256873	
ACIZ-P02-022	11/261725	
ACIZ-P02-023	11/602552	
ACIZ-P02-027	09/472292	6592534
ACIZ-P02-039	07/737402	5230335
ACIZ-P02-040	08/180706	5441533
ACIZ-P03-014	29/198571	D500855
ACIZ-P03-018	11/328805	
ACIZ-P03-022	29/241601	
ACIZ-P03-040	08/219988	5413142

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("Assignment"), made effective as of the 20th day of February, 2007 ("Effective Date"), is by and between Aircast LLC, a Delaware limited liability company having its principal place of business at 1430 Decision Street, Vista, California 92081 ("Assignor") and DJO Incorporated, a Delaware corporation having its principal place of business at 1430 Decision Street, Vista, California 92081 ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest, or has exclusive license rights, in and to the inventions described in certain patents and patent applications, including without limitation the patents and patent applications identified on Schedule A attached hereto (collectively, the "Patents"); and

WHEREAS, Assignee desires to acquire all of Assignor's rights, title and interest in and to the Patents within the United States, its territories and all foreign countries and in any United States or foreign patents that may be granted therefor, and all other present and future rights in the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's entire right, title and interest in and to the Patents and all inventions described in said Patents, together with Assignee's entire right, title and interest in and to any letters patents that may issue thereon, and any reissue, continuation, continuation in part, divisional and foreign counterparts thereof, the right to claim priority under any applicable statute, treaty or convention based on said Patents; and any national and regional applications and validations based thereon; the foregoing rights to be held and enjoyed by said Assignee for its own use and behalf and for its successors, assigns and legal representatives as the same would have been held by Assignor had this assignment not been made; Assignor hereby conveys all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any applications for letters patent based on the Patents; Assignor hereby conveys all choses in action pertaining to the Patents including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the Patents. Assignor hereby acknowledge that this assignment, being of Assignor's entire right, title and interest in and to said Patents, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all letters patents based on the Patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such letters patents to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

Assignor further agrees with Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with this agreement, and that, when requested, Assignor will, without demanding any further consideration but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or

become necessary for obtaining, sustaining, reexamining or reissuing any Patents, and for maintaining and perfecting the Assignee's right to the Patents particularly in cases of interference and litigation, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns, successors and legal representatives of Assignor and Assignee.


Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any other patent office to issue such letters patents as shall be granted upon any application or applications based on the Patents to said ASSIGNEE, its successors, assigns, and legal representatives.

Aircast LLC, Assignor

By:

Name:

Title:


  
Donald M. Roberts  
Sr. Vice President

DJO, Incorporated, Assignee

By:

Name:

Title:

  
Donald M. Roberts  
Sr. VP

## [NOTARY FOR AIRCAST LLC PATENT ASSIGNMENT SIGNATURE]

STATE OF California  
COUNTY OF San Diego  
UNITED STATES OF AMERICA

I, Mari A. Regal, a Notary Public of the aforesaid County and State, do hereby certify that Donald M. Roberts personally appeared before me this day and acknowledged that he is the Sec. Vice President of Aircast LLC, a limited liability company of the state of Delaware, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him as its Sec. Vice President the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 20<sup>th</sup> of February, 2007.

Mari A. Regal  
Notary Public

My Commission Expires:

11-30-09

STATE OF California

