

2-14-99

07-16-1999

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Docket No.:



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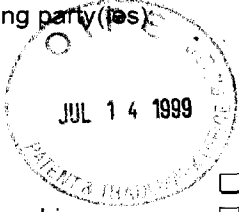
e attached original documents or copy thereof.

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To the Honorable Commissioner of P

1. Name of conveying party(ies):

DonJoy, L.L.C.



- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: 6/30/99

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

Name: DJ Orthopedics, LLC

Internal Address: _____

Street Address: 2985 Scott Street

City: Vista State: CA ZIP: 92083

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers Yes No

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

Name: Elizabeth Miller Roesel

Internal Address: _____

CROWELL & MORING LLP

Street Address: 1001 Pennsylvania Avenue, N.W.

City: Washington State: DC ZIP: 20004

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

39

7. Total fee (37 CFR 3.41):.....\$ \$990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3836 Credit any excess or debit any insufficiencies

07/15/1999 DNGUYEN 00000384 1766635

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01 FC:481 40.00 OP
02 FC:482 950.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Miller Roesel

Name of Person Signing

Elizabeth M. Roesel

Signature

7/14/99

Date

Total number of pages including cover sheet, attachments, and

10



SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Reg No	Reg Date
ACTION MAN Design	1766635	20-Apr-93
AIR DONJOY	2012690	29-Oct-96
ATHLETIC SUPPORT Logo	1335337	14-May-85
CI	1756097	2-Mar-93
CPB	1854085	13-Sep-94
DEFIANCE	1825788	8-Mar-94
DJ DONJOY and Design	1719416	22-Sep-92
DON JOY and Design	1128137	25-Dec-79
DONJOY	1416508	11-Nov-86
DRYTEX	2074441	24-Jun-97
ELBOWRANGER	1930808	31-Oct-95
GAIT LOCK SYSTEM	1947121	9-Jan-96
GET IT ON	1800054	19-Oct-93
GOLDPOINT	1700421	14-Jul-92
ICEMAN	2212910	22-Dec-98
ICEMAN Logo	2170031	30-Jun-98
INTREPID	1843569	5-Jul-94
KNEERANGER stylised	1930818	31-Oct-95
MC WALKER	2112956	11-Nov-97
MONARCH	1906426	18-Jul-95
MONARCH and Design	1981478	18-Jun-96
MUSCLEMAX	1986313	9-Jul-96
MUSCLESENSE	1997646	27-Aug-96
NEUTRALIZER	1866311	6-Dec-94
PROCARE	1639644	2-Apr-91
QUADRANT	1838398	31-May-94
ROCKETSOC	1805205	16-Nov-93
SPIDER PAD	1989073	23-Jul-96
SPORTS WISE	2039262	18-Feb-97
SPORTSOC	1989309	23-Jul-96
VARSITY	1964315	26-Mar-96

TRADEMARK APPLICATIONS

Mark	App No	App Date
DONJOY and Design	75/542885	26-Aug-98
ELS	75476318	29-Apr-98
FULLCIRCLE	75/180878	15-Oct-96
OFFICECARE	75/180792	15-Oct-96
OPAL	75/503909	17-June-98
PLAYMAKER	75/476320	4/29/98
REDDIE	75/590089	17-Nov-98
ULTRASLING	75/453327	19-Mar-98

1627694

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 30th day of June, 1999 ("Effective Date"), by and between DonJoy, L.L.C., a Delaware limited liability company, with its principal office at 2985 Scott Street, Vista, California 92083 ("Assignor"), and DJ Orthopedics, LLC, a Delaware limited liability company, with its principal office at 2985 Scott Street, Vista, California 92083 ("DonJoy, L.L.C." or "Assignee").

WHEREAS, pursuant to a Bill of Sale, Assignment and Assumption Agreement dated as of June 30, 1999, Assignor is transferring all of its assets to Assignee;

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and foreign trademarks, trademark registrations and trademark applications identified and set forth on Schedule A (the "Trademarks") respectively; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks, for the United States and all foreign countries, together with the good will of the business in connection with which the said Trademarks are used, for its

own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Trademarks set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any of the trademark applications assigned herein; (2) in the prosecution or defense of any opposition, interference, cancellation, infringement or other proceeding that may arise in connection with any of the Trademarks assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or

hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment in the United States or any other country.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

DonJoy L.L.C.

By: Gil Tautz

Name: Cyril Talbot III

Title: V.P., CFO and Secretary

DJ Orthopedics, LLC

By: Leslie H. Cross

Name: Leslie H. Cross

Title: President and CEO

STATE OF California)
COUNTY OF San Diego)

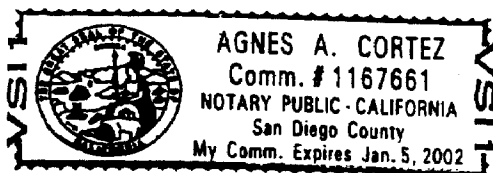
On this 18th day of June, 1999, there appeared before me CYRIL TALBOT III, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of DonJoy, L.L.C.

Agnes A. Cortez
Notary Public

STATE OF California)
COUNTY OF San Diego)

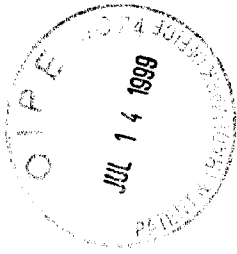
On this 18th day of June, 1999, there appeared before me Leslie H. Cross, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of DJ Orthopedics, LLC.

Agnes A. Cortez
Notary Public



SCHEDULE A - TRADEMARKS

Mark	Country	App No	App Date	Reg No	Reg Date
ACTION MAN Design	USA	158842	18-Apr-91	1766635	20-Apr-93
AIR DONJOY	USA	74/631809	19-Feb-95	2012690	29-Oct-96
ALP	Australia	676803	1-Nov-95	676803	8-Apr-97
ATHLETIC SUPPORT Logo	USA	309155	7-May-81	1335337	14-May-85
CI	USA	74210899	7-Oct-91	1756097	2-Mar-93
CPB	USA	195360	15-Aug-91	1854085	13-Sep-94
DEFIANCE	Spain	1749787	24-Feb-93	1749787	3-Dec-93
DEFIANCE	USA	279531	26-May-92	1825788	8-Mar-94
DEFIANCE	Sweden	93-01443	17-Feb-93	252512	8-Oct-93
DEFIANCE	Japan	23578/1993	9-Mar-93	3126091	29-Mar-96
DEFIANCE	Italy	RM93C/000889	19-Mar-93	659863	16-Oct-95
DEFIANCE	Canada	723241	23-Feb-93	432770	2-Sep-94
DEFIANCE	France	93/455193	15-Feb-93	93455193	
DEFIANCE	UK	1526669	11-Feb-93	1526669	2-Dec-94
DEFIANCE	Finland	642/93	16-Feb-93	132178	20-May-94
DEFIANCE	Denmark	1033/93	16-Feb-93	3146-1993	
DEFIANCE	Germany	S 56016/10 Wz	20-Feb-93	2068059	16-Jun-94
DJ DONJOY and Design	USA	15872	2-Jan-90	1719416	22-Sep-92
DON JOY and Design	USA	146196	27-Oct-77	1128137	25-Dec-79
DONJOY	New Zealand		12-Dec-89	198258	24-Sep-93
DONJOY	Chile	219913	1-Sep-92	429848	8-Aug-94
DONJOY	UK	1389075	3-Jul-89	B1389075	3-Jul-89
DONJOY	Switzerland	4928	29-Jun-89	374281	19-Jan-90
DONJOY	Sweden	8906437	5-Jul-89	224259	14-Jun-91
DONJOY	Spain	1510518	10-Jul-89	1510518	5-Nov-91
DONJOY	South Africa	89/5911	4-Jul-89	89/5911	4-Jul-89
DONJOY	Norway	893334	7-Jul-89	143501	29-Nov-90
DONJOY	USA	73587292	10-Mar-86	1416508	11-Nov-86



DONJOY	Canada	635702	6-Jul-89	383492	26-Apr-91
DONJOY	Italy	40665C89	13-Jul-89	570466	12-May-92
DONJOY	Germany	48301-10Wz	19-Jul-89	1163171	29-Aug-90
DONJOY	France	145134	21-Jul-89	1542581	21-Jul-89
DONJOY	Australia	507343	23-Mar-89	A507343	
DONJOY	China	960095874	22-Aug-96	1129041	21-Nov-97
DONJOY	Denmark	02.360 1988	6-Apr-89	04.650 1989	4-Aug-89
DONJOY	Japan	173514	30-Jun-89	2437825	31-Jul-92
DONJOY and Design	CTM	995514	20-Nov-98		
DONJOY and Design	USA	75/542885	26-Aug-98		
DONJOY plus DJ Design	China	960095875	22-Aug-96	1129040	21-Nov-97
DRYTEX	USA	75000429	2-Oct-95	2074441	24-Jun-97
ELBOWRANGER	USA	74508353	4-Apr-94	1930808	31-Oct-95
ELS	USA	75476318	29-Apr-98		
FULLCIRCLE	USA	75/180878	15-Oct-96		
GAIT LOCK SYSTEM	USA	279548	26-May-92	1947121	9-Jan-96
GET IT ON	USA	286536	18-Jun-92	1800054	19-Oct-93
GOLDPOINT	USA	74/195107	15-Aug-91	1700421	14-Jul-92
GOLDPOINT	CTM	990465	16-Nov-98		
ICEMAN	USA	75/388383	12-Nov-97	2212910	22-Dec-98
ICEMAN Logo	USA	75/082459	2-Apr-96	2170031	30-Jun-98
INTREPID	USA	74/357866		1843569	5-Jul-94
KNEERANGER stylised	USA	74509311	5-Apr-94	1930818	31-Oct-95
MC WALKER	USA	75082463	2-Apr-96	2112956	11-Nov-97
MONARCH	USA	445167	7-Oct-93	1906426	18-Jul-95
MONARCH	UK	2125325	28-Feb-97	2125325	23-Oct-98
MONARCH and Design	USA	496390	1-Mar-94	1981478	18-Jun-96
MUSCLEMAX	USA	74610138	7-Oct-94	1986313	9-Jul-96
MUSCLESENSE	USA	74/651768	27-Mar-95	1997646	27-Aug-96
NEUTRALIZER	USA	74/380429	15-Apr-93	1866311	6-Dec-94
OFFICECARE	USA	75/180792	15-Oct-96		
OPAL	USA	75/503909	17-June-98		

PLAYMAKER	Australia	676805	1-Nov-95	676805	3-Feb-97
PROCARE	Singapore	S/2702/97	8-Mar-97		
PROCARE	Singapore	S/2703/97	8-Mar-97		
PROCARE	USA	73823894	9-Jul-89	1639644	2-Apr-91
PROCARE	France	96652383	26-Nov-96	96/652383	2-May-97
PROCARE	Canada	829834	25-Nov-96	TMA498061	29-Jul-98
PROCARE	New Zealand	B273327	28-Feb-97		
PROCARE Stylised	Australia	728981	4-Mar-97	728981	8-Dec-97
QUADRANT	USA	328009	3-Nov-92	1838398	31-May-94
ROCKETSOC	USA	286537	18-Jun-92	1805205	16-Nov-93
SPEEDWAY	Australia	676804	1-Nov-95	676804	3-Feb-97
SPIDER PAD	Germany	S59831/10Wz	16-Sep-94	2909747	8-Aug-95
SPIDER PAD	USA	74/553401	25-Jul-94	1989073	23-Jul-96
SPIDER PAD	UK	1585254	16-Sep-94	1585254	29-Dec-95
SPIDER PAD	South Korea	9438037	22-Sep-94	333105	6-Feb-96
SPIDER PAD	South Africa	94/9981	15-Sep-94	94/9981	6-Feb-97
SPIDER PAD	Italy	RM94C004298	30-Sep-94	689959	16-Oct-96
SPIDER PAD	France	94536328	16-Sep-94	94536328	24-Feb-95
SPIDER PAD	Canada	763845	14-Sep-94	TMA492551	7-Apr-98
SPIDER PAD	Australia	640789	16-Sep-94	640789	30-Dec-96
SPIDER PAD	Japan	98131/1994	27-Sep-94	4059326	19-Sep-97
SPORTS WISE	USA	74512365	13-Apr-94	2039262	18-Feb-97
SPORTSOC	USA	74617067	3-Jan-95	1989309	23-Jul-96
SPORTSWISE	Canada	764662	13-Sep-94		
SPORTSWISE	France	94528017	7-Jul-94	94528017	16-Dec-94
SPORTSWISE	Germany	S5923910Wz	7-Jul-94	2910069	16-Aug-95
SPORTSWISE	UK	1577355	7-Jul-94	1577355	16-Feb-96
PLAYMAKER	USA	75/476320	4/29/98		
REDDIE	USA	75/590089	17-Nov-98		
ULTRASLING	USA	75/453327	19-Mar-98		
VARSITY	USA	74686194	9-Jun-95	1964315	26-Mar-96

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