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U.S. Patent & TMOs/TM Mail Rpt Dt. #11



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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Johnson & Johnson

1-25-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State New Jersey, Other

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

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 representative designation is attached: Yes No

3. Nature of conveyance:

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

Execution Date: July 7, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2360165

Additional number(s) attached Yes No

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

Name: Perry J. Viscounty, Esq.

Internal Address: Latham & Watkins

Street Address: 650 Town Center Drive Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Anna Kwan Name of Person Signing

Signature

1/25/02 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/04/2002 6TDN11 00000139 2360165

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TRADEMARK REEL: 002437 FRAME: 0168

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** is made and entered into as of this 7th day of July, 2000, by **JOHNSON & JOHNSON**, a New Jersey corporation having its principal place of business located at One Johnson & Johnson Plaza, New Brunswick, NJ 08933 ("Assignor"), to **DJ ORTHOPEDICS, LLC**, a Delaware limited liability company having its principal place of business located at 2985 Scott Street, Vista, CA 92083 ("Assignee").

**WHEREAS**, pursuant to the Asset Purchase Agreement dated July 7, 2000, among Assignor's subsidiary, DePuy Orthopaedic Technology, Inc., a Delaware corporation, DonJoy, L.L.C., Assignee's parent, and Assignee, Assignor is transferring certain of its assets, including the Trademark (as defined below), to Assignee;

**WHEREAS**, Assignor and Assignee desire that Assignee acquire the entire right, title and interest in and to the Trademark (as defined below), including the right to bring actions for infringement of the Trademark occurring prior to the date of this Assignment.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. 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 the trademark and the application therefor set forth on Schedule A hereto (the "Trademark").
2. Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer to the Assignee, its successors and assigns the Assignor's entire right, title and interest in, to and under the Trademark (including but not limited to any trademark application therefor), including the right to bring actions for infringements of the Trademark occurring prior to the date of this Assignment, together with Assignor's business and of the goodwill of the Assignor's business connected with and symbolized by the Trademark.

[Remainder of page intentionally left blank.]

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

JOHNSON & JOHNSON

Date: Jan., 2002

By: [Signature]

Name: Laurence Rickles  
Title: Assistant Secretary

STATE OF New Jersey )  
 ) ss;  
COUNTY OF Middlesex )

**CERTIFICATE OF ACKNOWLEDGEMENT**

I, Edna M. Arnold, a Notary Public, in and for the County and State aforesaid, do hereby certify that Laurence Rickles, known to me to be Assistant Secretary of Johnson & Johnson appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 7<sup>th</sup> day of January, 2002.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

**EDNA ARNOLD  
A NOTARY PUBLIC OF NEW JERSEY  
BY COMMISSION EXPIRES 02/21/2004**

IN TESTIMONY WHEREOF, the Assignee has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

**dj Orthopedics, LLC**  
By: [Signature]  
Name: Les Cross  
Title: President and CEO

Date: 1/17/02

STATE OF California )  
 ) ss;  
COUNTY OF San Diego )

**CERTIFICATE OF ACKNOWLEDGEMENT**

I, Mari Anicete Reigel Notary Public, a Notary Public, in and for the County and State aforesaid, do hereby certify that Leslie Cross, known to me to be CEO President of dj Orthopedics, LLC appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17<sup>th</sup> day of January, 2002.

[Signature]  
Notary Public

My Commission Expires: 11/30/05



**EXHIBIT A**

Country	Mark	App. No.	Reg. No.	Owner
United States	SURROUND	75/769415	2360165	Johnson & Johnson

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**RECORDED: 01/25/2002**

**TRADEMARK  
REEL: 002437 FRAME: 0172**