

02-22-2002

(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



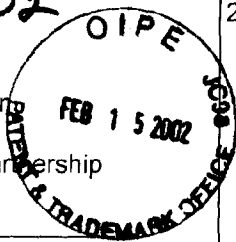
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To the Honorable Commissioner of Patents and Trademarks the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-15-02
ENCORE MEDICAL CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other: _____

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



2. Name and address of receiving party(ies):
Name: CAPITALSOURCE FINANCE LLC
Internal Address: _____
Address: _____
Street Address: 4445 Willard Avenue, 12th Floor
City: Chevy Chase State: MD ZIP: 20815

Individual(s) citizenship: _____
 Association _____
 General Partnership of: _____
 Limited Partnership of: _____
 Corporation-State: _____
 Other: Delaware limited liability company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: February 8, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
~~76/225,770~~
75/727,296
75/919,591

B. Trademark Registration No.(s)

1,711,470	2,133,619	2,257,418	1,773,535
1,557,807	1,859,136	1,443,995	1,314,440
2,029,443	1,376,496	2,167,088	1,578,810
1,806,706	1,806,707	1,819,447	2,201,833
2,196,711	2,369,129	2,438,831	1,791,469
1,668,974	2,087,777	2,496,855	

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam D. Resnick, Esq.
Internal Address: _____
PIPER MARBURY RUDNICK & WOLFE LLP
Street Address: 1200 Nineteenth Street, NW
City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 26

7. Total fee (37 C.F.R. § 3.41). \$ 665.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501150
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Adam D. Resnick, Esq. [Signature] 2/15/02
Name of Person Signing Signature Date

Total no. of pages incl. cover sheets, attachments, and document: 7

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

TRADEMARK
REEL: 002447 FRAME: 0615

02/15/2002 LKUELLER 0000075 76225770 00.00 00 00.00 00 00.00 00

TRADEMARK SECURITY AGREEMENT

(Encore Medical Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ENCORE MEDICAL CORPORATION, a Delaware corporation (the "Debtor"), and CAPITALSOURCE FINANCE LLC, a limited liability company (the "Secured Party"), acting in its capacity as administrative agent under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Note and Equity Purchase Agreement dated as of February 8, 2002 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among ENCORE MEDICAL CORPORATION, each of its Subsidiaries party thereto and the Secured Party.

Recitals:

A. The Debtor and the Secured Party are parties to that certain Parent Security Agreement dated as of February 8, 2002 (as amended, restated, or otherwise modified, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor'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 presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the

foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the _____ day of _____, 2002.

DEBTOR:

ENCORE MEDICAL CORPORATION

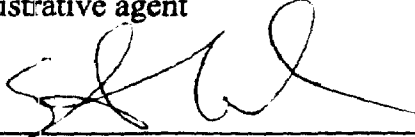
By: 

Name: Kenneth W. Davidson

Title: Chief Executive Officer

SECURED PARTY:

CAPITALSOURCE FINANCE LLC,
as administrative agent

By:  _____

Name: Steven A. Museles

Title: Sr. Vice President

Schedule 1
to
Trademark Security Agreement

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Encore Medical Corporation	USA	911 FIRST RESPONSE COLLAR	74223328/ 1711470	11/19/1991 / 9/1/1992	Int'l Cl 10 – Medical products, namely, cervical supports
Encore Medical Corporation	USA	EVER GREEN BECAUSE IT'S OUR WORLD TOO	74579602/ 2133619	12/27/1993 / 2/3/1998	Int'l Cl 10 – Disposable medical products, namely, surgical, medical and procedure facemasks Int'l Cl 42 – Promoting public awareness of the need for environmental protection, recycling and waste management
Encore Medical Corporation	USA	EZ-FIX	75012125/ 2257418	10/30/1995 / 6/29/1999	Int'l Cl 10 – Orthopedic appliance for stabilizing a wrist
Encore Medical Corporation	USA	INDUSTRY'S CHOICE	74230966/ 1773535	6/23/1992 / 5/25/1993	Int'l Cl 10 – Orthopedic appliances, namely, back supports, wrist supports, knee supports, ankle supports, hand supports, elbow supports, shoulder supports
Encore Medical Corporation	USA	KALLASSY ANKLE SUPPORT	73759116/ 1557807	10/24/1998 / 9/26/1989	Int'l Cl 10 – Orthopedic ankle supports
Encore Medical Corporation	USA	NAVIGATOR	74222161/ 1859136	11/18/1991 / 10/18/1994	Int'l Cl 10 – Medical rehabilitation devices, namely knee braces
Encore Medical Corporation	USA	OSTEOMILL	73598670/ 1443995	5/14/1986 / 6/23/1987	Int'l Cl 10 – Device for pulverizing bones for surgical use by the medical profession
Encore Medical Corporation	USA	POWER FLEX	73420395/ 1314440	4/6/1983 1/15/1985	Int'l Cl 10 – Motorized portable continuous knee exercise device for rehabilitative or therapeutic use
Encore Medical Corporation	USA	REBOUND	74474444/ 2029443	4/9/1996 / 1/14/1997	Int'l Cl 10 – Medical rehabilitation devices, namely knee, wrist, ankle and elbow supports, elastic bandages, hot and cold packs, compress hosiery, cervical collars and arm slings
Encore Medical Corporation	USA	SPORTS SUPPORTS & Design	73477121/ 1376496	4/25/1984 / 12/17/1985	Int'l Cl 42 – Retail and wholesale distributorship services, namely, catalog services in the field of orthopedic supports
Encore Medical Corporation	USA	SPORTS SUPPORTS (Stylized)	75218474/ 2167088	12/26/1996 / 6/23/1998	Int'l Cl 35 – Retail and wholesale distributorship services, namely, catalog services in the field of orthopedic supports

Encore Medical Corporation	USA	TURTLE NECK	73754246/ 1578810	9/26/1988 / 1/23/1990	Int'l CI 10 – Cervical collar
Encore Medical Corporation	USA	ENCORE	74313604/ 1806706	9/14/1992 / 11/23/1993	Int'l CI 10 – Orthopedic prostheses, namely, joint replacements
Encore Medical Corporation	USA	ENCORE ORTHOPEDICS (and design)	74313605/ 1806707	9/14/1992 / 11/23/1993	Int'l CI 10 – Orthopedic prostheses, namely, joint replacements
Encore Medical Corporation	USA	Foundation	74313608/ 1819447	9/14/1992 / 2/1/1994	Int'l CI 10 – Orthopedic prostheses, namely, joint replacements
Encore Medical Corporation	USA	STAMINA	75143542/ 2201833	8/1/1996 / 11/3/1998	Int'l CI 10 – Orthopedic implants
Encore Medical Corporation	Canada	TURTLE NECK	385052	05/31/91	Int'l CI 10 – Cervical collar
Encore Orthopedics, Inc.	USA	LINEAR	75322354/ 2196711	12/22/1997 / 7/18/2000	Int'l CI 10 – Medical rehabilitation devices, namely knee braces
Encore Medical Corporation	USA	MAXIMUM POLY	75409374/ 2369129	11/18/1991 / 10/18/1994	Int'l CI 10 – Device for pulverizing bones for surgical use by the medical profession
Encore Medical Corporation	USA	REVELATION	75409372/ 2438831	12/22/1997 / 3/27/2001	Int'l CI 10 – Orthopedic implants
Encore Medical Corporation	USA	TRUE/FIX	74281390/ 1791469	6/4/1992 / 9/7/1993	Int'l CI 10 – Medical devices, namely, orthopedic implants for attaching ligaments
Encore Medical Corporation	USA	TRUE/FLEX	74045078/ 1668974	4/2/1990 / 12/17/1991	Int'l CI 10 – Orthopedic implants for the fixation of fractures of the skeleton
Encore Medical Corporation	USA	VITALITY	75169418/ 2087777	9/20/1996 / 8/12/1997	Int'l CI 10 – Orthopedic implants
Encore Medical Corporation	USA	3D KNEE	76225770/ Intent to Use Appl.	3/16/2001	Int'l CI 10 – Orthopedic implants
Encore Medical Corporation	USA	3D MATRIX	75727296/ Intent to Use Appl.	6/11/1999	Int'l CI 10 – Coating to provide a porous surface for bony attachment to orthopedic implants
Encore Medical Corporation	USA	CLEAR CUT	75919591/ Pending	2/10/2000	Int'l CI 10 – Hip bone plug implants
Encore Medical Corporation	USA	KEYSTONE	75727294/ 2,496,855	6/11/1999/ 10/9/2001	Int'l CI 10 – Orthopedic joint implants
Encore Medical Corporation	Switzerland	FOUNDATION	Registered/ 408211	3/8/1993	Int'l CI 10 – Orthopedic apparatus
Encore Medical Corporation	Japan	FOUNDATION	9488695/ 4020262	9/18/1995 / 7/4/1997	Int'l CI 10 – Medical apparatus/ instruments
Encore Medical Corporation	Japan	VITALITY	2953497/ 4168783	3/21/1997 / 7/17/1998	Int'l CI 10 – Medical apparatus/ instruments
Encore Medical Corporation	Germany	FOUNDATION	T3455510W/ 2070448	3/9/1993 / 7/8/1994	Int'l CI 10 – Orthopedic prostheses, in particular artificial joints

Encore Medical Corporation	EC	FOUNDATION	35378/ 35378	4/1/1996 / 4/6/1998	Int'l CI 10 – Orthopedic prosthesis, namely, joint replacements, and other orthopedic devices for spinal and trauma applications; artificial limbs, orthopedic articles, prosthesis, artificial articulations, orthopedic prosthesis, in particular artificial joints
Encore Medical Corporation	China	FOUNDATION	950117491/ 976561	9/15/1995 / 4/7/1997	Int'l CI 10 – Orthopedic prosthesis, namely, joint replacements and other orthopedic devices for spinal and trauma applications
Encore Medical Corporation	Canada	911 FIRST RESPONSE COLLAR	464591	10/25/96	
Encore Medical Corporation	Austria	FOUNDATION	147943	07/31/93	Int'l CI 10—artificial limbs, orthopedic articles, prosthesis, artificial articulations

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
Asset Purchase Agreement between Encore Medical Corporation and Tecnol, Inc., Kimberly-Clark Corporation and Kimberly-Clark Worldwide, Inc.	“Kimberly-Clark Corporation” or any deviation thereof, “Tecnol, Inc.” or any deviation thereof, “Secure-All” or any deviation thereof, “EverGreen” or any deviation thereof	7/2/2001