

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		11/24/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Empi, Inc.
Street Address:	599 Cardigan Road
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55126
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1771274	PHD

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2276
Email:	LBLevy@stblaw.com
Correspondent Name:	Alison Winick, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0996
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NAME OF SUBMITTER:	Lea B. Levy
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 24, 2003 from LEHMAN COMMERCIAL PAPER INC., a New York corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to EMPI, INC., a Minnesota corporation with its principal place of business located at 599 Cardigan Road, St. Paul, Minnesota 55126.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of August 31, 2003, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of August 31, 2003, among the Agent and Empi, Inc. (the "Security Agreement"), Empi, Inc., by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 30, 1999, at Reel 001997 and Frame 0140; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

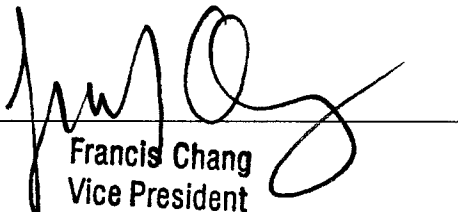
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

LEHMAN COMMERCIAL PAPER INC.

By: 
Name: Francis Chang
Title: Vice President

STATE OF New York)
COUNTY OF Kings)

ss.:

On this 24 day of November, 2003, before me personally appeared Francis Chang to me known who, being by me duly sworn, did depose and say that he/she is Vice President of Lehman Commercial Paper Inc., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Lehman Commercial Paper Inc.

Nelvadia Hatcher

Notary Public

NELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2006

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations

Title	Registration Number
PHD	1,771,274