

11-10-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RI

102878664

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

Tab settings

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

11-8-04

1. Name of conveying party(ies):
Encore Medical Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

2. Name and Address of receiving party(ies)
Name: Bank of America, N.A.
Internal
Address: Independence Center, 5th Floor
Street Address: 101 North Tryon Street
City: Charlotte State: NC Zip: 28255
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
Other National Organization

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

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

Execution Date: October 4, 2004

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING LLP
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 123

7. Total fee (37 CFR 3.41) \$ 3090.00
Enclosed
Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324

(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.

Lowell Dashefsky
Name of Person Signing

Signature

November 3, 2004
Date

Total number of pages including cover sheet, attachments, and document: 16

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

11/09/2004 NGETACHE 00000065 76537603

01 FC:8521
02 FC:8522

40.00 OP
3050.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

<p>2. Name of conveying party(ies):</p> <p style="margin-left: 20px;">Encore Medical IHC, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <hr/> <p>3. Name of conveying party(ies):</p> <p style="margin-left: 20px;">EMPI, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <hr/> <p>4. Name of conveying party(ies):</p> <p style="margin-left: 20px;">EMPI Corp.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <hr/> <p>5. Name of conveying party(ies):</p> <p style="margin-left: 20px;">EMPI Sales Corp.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p>	<p>6. Name of conveying party(ies):</p> <p style="margin-left: 20px;">Encore Medical, L.P.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other <u>Limited Partnership</u></p> <hr/> <p>7. Name of conveying party(ies):</p> <p style="margin-left: 20px;">Encore Medical Asset Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <hr/> <p>8. Name of conveying party(ies):</p> <p style="margin-left: 20px;">Encore Medical GP, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <hr/> <p>9. Name of conveying party(ies):</p> <p style="margin-left: 20px;">Encore Medical Partners, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p>
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Continuation of Box 4:

Application Numbers

76/537,603	76/324,825	76/556,874	76/561,946	76/413,770	78/400,444
76/537,604	76/324,826	76/556,873	76/537,601	78/400,449	

Registration Numbers

2,742,394	2,368,547	1,314,440	1,835,337	1,292,025	1,379,627
1,711,470	1,496,663	1,713,380	1,578,810	1,428,276	1,289,934
1,097,329	1,819,447	2,029,443	1,109,261	1,292,026	1,715,418
1,410,735	0,675,045	2,438,831	2,596,841	1,292,027	1,546,273
1,419,075	0,574,604	2,750,144	2,087,777	2,169,128	1,383,248
2,530,590	0,864,244	2,859,530	1,012,936	1,526,708	1,383,243
2,332,842	1,773,535	2,750,189	1,767,341	1,622,277	1,454,089
0,871,377	1,302,476	1,468,033	1,986,341	2,214,185	2,281,550
2,815,663	1,486,033	0,357,815	2,855,281	2,248,905	2,328,294
2,846,181	1,557,807	1,376,496	1,951,954	1,727,336	2,133,364
2,465,072	2,496,855	2,167,088	2,186,387	1,340,481	1,893,067
2,188,549	2,196,711	2,201,833	1,345,913	2,254,314	1,482,271
1,806,706	2,369,129	1,742,238	2,027,959	1,360,375	1,131,970
2,766,209	0,872,017	1,112,672	1,453,097	1,300,398	1,131,727
1,806,707	1,859,136	2,751,177	1,738,987	1,325,589	1,043,148
2,750,145	1,023,095	1,471,340	2,337,322	1,419,076	1,075,435
2,373,574	2,318,990	1,361,658	1,135,049	1,331,886	1,019,916
2,133,619	1,443,995	1,791,469	1,528,058	1,371,165	1,127,697
2,257,418	2,217,692	1,668,974	1,585,476		

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated October 4, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A. ("Bank of America"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Encore Medical Corporation, a Delaware corporation ("*Holdings*"), Encore Medical IHC, Inc., a Delaware corporation (the "*Borrower*") has entered into a Credit Agreement dated as of October 4, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Administrative Agent, Bank of America, as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated October 4, 2004 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ENCORE MEDICAL CORPORATION

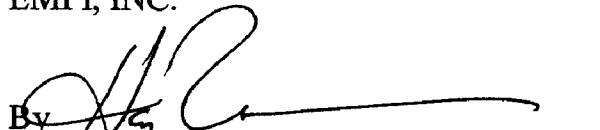
By 
By: HARRY L. ZIMMERMAN
Title: EVP-GENERAL COUNSEL

ENCORE MEDICAL IHC, INC.

By 
By: HARRY L. ZIMMERMAN
Title: EVP-GENERAL COUNSEL


Address for Notices:
c/o Encore Medical Corporation
9800 Metric Boulevard
Austin, TX 78758
Fax: 512-834-6310
Attn: Harry Zimmerman

EMPI, INC.

By 
By: HARRY L. ZIMMERMAN
Title: EVP-GENERAL COUNSEL

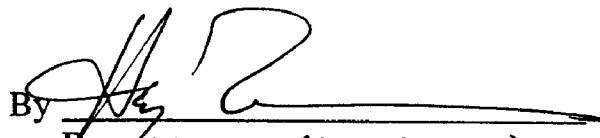
Address for Notices:
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Fax: 512-834-6310
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By 
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ENCORE MEDICAL, L.P.

By 
By: HARRY L. ZIMMERMAN
Title: EVO-GENERAL COUNSEL


Address for Notices:
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Henderson, NV 89014

ENCORE MEDICAL ASSET
CORPORATION

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Title: EVP-GENERAL COUNSEL


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ENCORE MEDICAL GP, INC.

By 
By: HARRY L. ZIMMERMAN
Title: EVP-GENERAL COUNSEL

Address for Notices:
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Austin, TX 78758

ENCORE MEDICAL PARTNERS, INC.

By 
By: HARRY L. ZIMMERMAN
Title: EVP-GENERAL COUNSEL

SCHEDULE A

Patents

Patent Name	COUNTRY	GRANT NO.	GRANT DATE
MOBILE BEARING KNEE WITH CENTER POST	U.S.	6,296,666	Oct-2-2001
INTRAMEDULLARY FRACTURE FIXATION DEVICE	U.S.	6,235,031	May-22-01
ANKLE BRACE	U.S.	D345,421	Mar-22-94
CERVICAL COLLAR	U.S.	5,083,553	Jan-2892
FLAT CERVICAL COLLAR	U.S.	5,215,517	Jun-1-93
ABDOMINAL BINDER	U.S.	4,787,381	Nov-29/88
ANKLE BRACE WALKER	U.S.	5,352,189	Oct-4-94
ANKLE BRACE WALKER	U.S.	5,620,411	Apr-15-97
ANKLE SUPPORT	U.S.	4,729,370	Mar-8-88
ANKLE SUPPORT BRACE	U.S.	5,853,381	Dec-29-98
INTERLOCKING IM NAIL	U.S.	09/925,526	
RSP SHOULDER	U.S.	10/038,210	
PROSTHESIS SYSTEM	U.S.	5,344,460	Sep-6/94
PHYSICAL THERAPY APPARATUS HAVING AN INTERACTIVE INTERFACE, AND METHOD OF CONFIGURING SAME	U.S.	5,578,060	Nov-26/96
DESIGN PATENT PATIENT TREATMENT TABLE"	U.S.	D392,741	Mar-24-98
DRAPE FOR ARTHROSCOPIC SURGERY	U.S.	4,679,552	Apr-14-87
CERVICAL TRACTION DEVICE (REISSUE OF 4508109 ISSUED 4/2/85	U.S.	RE 32,791	Nov-29/88
DESIGN PATENT FOR CONTINUOUS PASSIVE MOTION DEVICE	U.S.	D437,014	Jan-30-01
CONTINUOUS PASSIVE MOTION DEVICE HAVING A REHABILITATION ENHANCING MODE OF OPERATION	U.S.	6,221,032	Apr-24-01
CONTINUOUS PASSIVE MOTION DEVICE HAVING A PROGRESSIVE RANGE OF MOTION	U.S.	6,217,532	Apr-17-01
CONTINUOUS PASSIVE MOTION DEVICE HAVING A COMFORT ZONE FEATURE	U.S.	6,267,735	Jul-31-01
CONTINUOUS PASSIVE MOTION DEVICE THAT ACCELERATES THROUGH THE NON-WORKING RANGE OF MOTION	U.S.	6,221,033	Apr-4-01
THERAPEUTIC MASSAGE TABLE	U.S.	6,190,338	Feb-20-01
DESIGN PATENT FOR THERAPEUTIC TRACTION TABLE	U.S.	D335,001	Apr-20-93
MODULAR DROP MECHANISM FOR CHIROPRACTIC TABLE	U.S.	6,679,905	Jan-20-04
CROSSLINKED HYDROGEL AND METHOD FOR MAKING SAME	U.S.	5,069,908	Dec-3-91
UNIDIRECTIONAL RESISTANCE PIVOT ASSEMBLY FOR A SPLINT	U.S.	6,129,690	Oct-10-2000
TENS DEVICE WITH ELECTRIC PAIN INTENSITY SCALE	U.S.	6,044,303	Mar-28-2000
EXTERNALLY WORN MEDICAL DEVICE	U.S.	6,041,259	Mar-21-2000
IONTOPHORESIS ELECTRODE	U.S.	6,327,496	Dec-04-2001
TISSUE STIMULATOR CASING	U.S.	4,770,328	Sep-13-1988
IONTOPHORESIS ELECTRONIC DEVICE HAVING A RAMPED OUTPUT CURRENT	U.S.	5,431,625	Jul-11-1995
INCONTINENCE ELECTRODE APPARATUS AND METHOD	U.S.	5,314,465	May-24-1994
METHOD OF MAKING AN INCONTINENCE ELECTRODE	U.S.	5,376,206	Dec-27-1994
ELECTRODE FOR ACTIVATING PELVIC REFLEXES	U.S.	5,385,577	Jan-31-1995
INCONTINENCE ELECTRODE APPARATUS	U.S.	5,370,671	Dec-06-1994
INCONTINENCE ELECTRODE	U.S.	D348,934	Jul-19-1994
INCONTINENCE ELECTRODE APPARATUS	U.S.	5,199,443	Apr-06-1993
MULTIPLE SITE DRUG IONTOPHORESIS ELECTRONIC DEVICE AND METHOD	U.S.	5,254,081	Oct-19-1993
IONTOPHORESIS ELECTRODE WITH RESERVOIR AND INJECTION SITE	U.S.	5,087,241	Feb-11-1992
EXPANDABLE VAGINAL ELECTRODE	U.S.	5,010,895	Apr-30-1991
EVOKED EMG SIGNAL PROCESSING	U.S.	4,964,411	Oct-23-1990
TRANSCUTANEOUS ELECTRICAL NERVE STIMULATOR	U.S.	D319,881	Sep-10-1991
PH BUFFERED ELECTRODE FOR MEDICAL IONTOPHORESIS	U.S.	4,973,303	Nov-27-1990
VAGINAL STIMULATOR FOR CONTROLLING URINARY INCONTINENCE IN WOMEN	U.S.	4,873,996	Oct-17-1989
INTERVAGINAL ELECTRODE AND STIMULATION SYSTEM FOR CONTROLLING FEMALE URINARY INCONTINENCE	U.S.	4,881,526	Nov-21-1989
MEDICAL STIMULATOR WITH INTENSITY CONTROL AND MODE OF OPERATION OVERRIDE	U.S.	5,961,542	Oct-05-1999
COMBINED PELVIC FLOOR STIMULATION AND ELECTROMYOGRAPHY DEVICE	U.S.	D412,364	Jul-27-1999
TRANSCUTANEOUS ELECTRICAL NERVE STIMULATOR	U.S.	D399,970	Oct-20-1998
ELECTRONIC PAIN FEEDBACK SYSTEM AND METHOD	Germany	Pending	
INCONTINENCE ELECTRODE	Germany	M9600514.9	Apr-23-1996
COMBINED PELVIC FLOOR STIMULATION AND ELECTROMYOGRAPHY DEVICE	U.S.	D411,887	Jul-06-1999
MICROPROCESSOR CONTROLLED SYSTEM FOR UNSUPERVISED EMG FEEDBACK AND EXERCISE TRAINING	U.S.	5,277,197	Jan-11-1994

TRADEMARK

REEL: 003079 FRAME: 0776

<u>Patent Name</u>	<u>COUNTRY</u>	<u>GRANT NO.</u>	<u>GRANT DATE</u>
RANGE-OF-MOTION WRIST SPLINT	U.S.	5,520,625	May-28-1996
RANGE-OF-MOTION ANKLE SPLINT	U.S.	5,520,627	May-28-1996
PROCESS FOR MAKING AN INCONTINENCE ELECTRODE	U.S.	5,516,396	May-14-1996
IONTOPHORESIS ELECTRODE	U.S.	5,788,666	Aug-04-1998
METHOD OF MAKING AN INCONTINENCE ELECTRODE	U.S.	5,464,448	Nov-07-1995
ELECTRONIC PAIN FEEDBACK SYSTEM AND METHOD	U.S.	5,873,900	Feb-23-1999
METHOD OF MAKING AN INCONTINENCE ELECTRODE	U.S.	5,759,471	Jun-02-1998
METHOD OF MAKING AN IONTOPHORESIS ELECTRODE	U.S.	5,857,993	Jan-12-1999
METHOD OF MAKING AN IONTOPHORESIS ELECTRODE	U.S.	5,871,461	Feb-16-1999
IONTOPHORESIS ELECTRODE	U.S.	5,941,843	Aug-24-1999
METHOD OF MAKING AN INCONTINENCE ELECTRODE	U.S.	5,667,615	Sep-16-1997
NEUROMUSCULAR STIMULATOR ELECTRODE	U.S.	5,649,976	Jul-22-1997
IONTOPHORESIS ELECTRODE	U.S.	5,840,056	Nov-24-1998
INCONTINENCE ELECTRODE	U.S.	D371,200	Jun-25-1996
RANGE-OF-MOTION ANKLE SPLINT	U.S.	5,571,078	Nov-05-1996
FOREARM SUPINATION RANGE-OF-MOTION ORTHOSIS	U.S.	5,759,165	Jun-02-1998
ELECTRONIC PAIN FEEDBACK SYSTEM	U.S.	5,653,739	Aug-05-1997
RANGE-OF-MOTION SPLINT WITH ECCENTRIC SPRING	U.S.	5,437,619	Aug-01-1995
CONSTANT TORQUE RANGE-OF-MOTION SPLINT	U.S.	5,399,154	Mar-21-1995
VAGINAL ELECTRODE	U.S.	D407,157	Mar-23-1999
VAGINAL ELECTRODE	U.S.	D415,835	Oct-26-1999
ELECTROTHERAPY STIMULATION DEVICE HAVING ELECTRODE PEEL OFF DETECTION CAPABILITIES	U.S.	Pending	
METHOD OF MAKING AN INCONTINENCE ELECTRODE	Japan	Pending	
METHOD OF MAKING AN INCONTINENCE ELECTRODE	Canada	Pending	
METHOD OF MAKING AN INCONTINENCE ELECTRODE	PCT	Pending	
ARTROMOT E-ELBOW	Germany	3,727,186	Aug-14-1987
ARTROMOT S2PRO	Germany	Pending	
ARTROMOT S2PRO - DESIGN PATENT	Germany	Pending	
ARTROMOT S2PRO - "GEBRAUCHSMUSTER PATENT"	Germany	Pending	
ARTROMOT S2PRO	EU	Pending	
ARTROMOT S2PRO	US	6,695,795	Feb-24-2004

SCHEDULE B

Trademarks

<u>Trademarks</u>	<u>Country</u>	<u>App/Serial Number</u>	<u>Date Issued</u>	<u>Reg. Number</u>
3DMatrix	U.S.	75727296	07/29/2003	2742394
911 First Response Collar	U.S.	74223328	09/01/1992	1711470
911 First Response Collar	Canada	712055	10/25/1996	464591
Adapta	U.S.	73141621	07/25/1978	1097329
Adapta	Canada	459723	09/04/1981	262061
Adapta	Australia		01/05/1979	A325547
Auto-Flex	U.S.	73585517	09/23/1986	1410735
Auto-Trac	U.S.	73588953	12/02/1986	1419075
Cellex	U.S.	76537603	Filed 8/6/2003	Application
Chattanooga	Peru		04/27/1997	35428
Chattanooga	Peru		04/27/1997	35249
Chattanooga	Peru		09/02/1997	38766
Chattanooga	Columbia	98042002		215593
Chattanooga	Brazil	823418308		Application
Chattanooga + Graphic	Columbia	95058781		Application
Chattanooga Europe	European Community	2373884		Application
Clear Cut	U.S.	75919591	01/15/2002	2530590
Clear Cut	European Community	1793553	10/05/2001	1793553
ColPac	U.S.	75707322	03/21/2000	2332842
ColPac	U.S.	72274185	06/17/1969	0,871377
ColPac	Switzerland	255915	12/02/1971	394139
ColPac	Sweden	172074	09/13/1974	148636
ColPac	Sweden	3390/66	09/08/1967	120923
ColPac	Japan		04/14/1975	1116168
ColPac	Italy	47851-C/89	04/01/1992	871609
ColPac	Israel	50228	01/16/1984	50228
ColPac	Greece	66848	01/18/1983	66848
ColPac	Great Britain		02/09/1978	1090743
ColPac	Germany	52270	08/06/1968	848153
ColPac	France	102982	01/16/1989	1569332
ColPac	Finland	6056/71	08/14/1975	64214
ColPac	Denmark	A31799/66	06/02/1967	01.642-1967
ColPac	Columbia	300930	02/19/1999	219649
ColPac	Canada	291042	12/05/1969	166623
ColPac	Brazil	823418286		Application
ColPac	Benelux	564775	12/17/1971	82815
ColPac	Australia		04/12/1976	A295874
Cyclone	U.S.	76481716	02/17/2004	2815663
Cyclone (stylized)	U.S.	76481717	05/25/2004	2846181
Dura-Stick	U.S.	75771642	07/03/2001	2465072
Dura-Stim	U.S.	76537604	Re-filed 8/6/2003	Application
E Encore	Australia	908753	04/09/2002	Application
EMG Retrainer	U.S.	75273616	09/08/1998	2188549

<u>Trademarks</u>	<u>Country</u>	<u>App/Serial Number</u>	<u>Date Issued</u>	<u>Reg. Number</u>
EMG Retrainer	Brazil	823418294		Application
Encore	U.S.	76324825	Filed 10/10/01	Application
Encore	Japan	2002-27740		Application
Encore	European Community	00-2635399	Filed 3/27/02	Application
Encore	Canada	1135802	Filed 3/28/02	Application
Encore	Australia	908754	04/09/2002	Application
Encore (old)	U.S.	74313604	11/23/1993	1806706
Encore (Stylized)	U.S.	76324827	09/23/2003	2766209
E Encore	U.S.	76324826	Filed 10/10/01	Application
Encore (Stylized)	Japan	2002-27741		Application
Encore (Stylized)	European Community	00-2635415	Filed 3/27/02	Application
Encore (Stylized)	Canada	1135803	Filed 3/28/02	Application
Encore Orthopedics (and design)	U.S.	74313605	11/23/1993	1806707
EPIK	U.S.	76467294	08/12/2003	2750145
Ergowave	U.S.	75485002	08/01/2000	2373574
Ever Green Because It's Our World Too	U.S.	74579602	02/03/1998	2133619
EZ-FIX	U.S.	75012125	06/29/1999	2257418
Flexpac	U.S.	75771635	07/18/2000	2368547
Fluidotherapy	U.S.	73689224	07/19/1988	1496663
Foundation	U.S.	74313608	02/01/1994	1819447
Foundation	Switzerland		03/08/1993	408211
Foundation	Japan	9488695	07/04/1997	4020262
Foundation	Germany	T3455510W	07/08/1994	2070448
Foundation	European Community	35378	04/02/1998	0000-35378
Foundation	China	950117491	04/07/1997	976561
Foundation	Austria		07/31/1993	147943
HotPac	Brazil	823559734		Application
Hydrocollator	U.S.	41237	03/03/1959	0,675045
Hydrocollator	U.S.	71622428	05/19/1953	574604
Hydrocollator	Switzerland		12/02/1971	394139
Hydrocollator	Switzerland	255916	12/02/1971	394140
Hydrocollator	Sweden	3391/66	08/18/1967	120715
Hydrocollator	Norway	90152	05/02/1968	74210
Hydrocollator	New Zealand	108511	06/06/1974	108511
Hydrocollator	New Zealand	121885	12/05/1977	121885
Hydrocollator	Mexico		11/12/1962	112278
Hydrocollator	Mexico		10/17/1973	179728
Hydrocollator	Japan	29047/1976	12/27/1979	1402772
Hydrocollator	Italy	47852-C/89	02/01/1989	871572
Hydrocollator	Israel	50227	01/16/1984	50227
Hydrocollator	Israel	51199	11/17/1980	51199
Hydrocollator	Greece	66847	07/25/1980	66847
Hydrocollator	Greece	67535	07/17/1982	67535
Hydrocollator	Great Britain		02/09/1978	1090744
Hydrocollator	Great Britain		02/09/1978	1090745
Hydrocollator	Germany	52-268	08/06/1968	848179

<u>Trademarks</u>	<u>Country</u>	<u>App/Serial Number</u>	<u>Date issued</u>	<u>Reg. Number</u>
Hydrocollator	France	102981	01/16/1989	1508805
Hydrocollator	Finland	6055/71	08/14/1975	64213
Hydrocollator	Columbia	92300928	12/12/1991	136210
Hydrocollator	Canada	346954	06/28/1974	200064
Hydrocollator	Brazil	823418316		
Hydrocollator	Benelux	564774	12/17/1971	82814
Hydrocollator	Australia		04/12/1976	295876
Hydrocollator	Australia		04/12/1976	295875
Hydrocollator	Australia	1001851		Application
Hydrocollator (and design)	Greece	66847	07/17/1982	66847
Hydrocollator ColPac	U.S.	72285649	01/28/1969	864244
Hydrocollator ColPac	Great Britain		02/09/1978	1090746
I-KON	Sweden	91/10056	10/23/1992	241773
Industry's Choice	U.S.	74230966	05/25/1993	1773535
Intelect	U.S.	73446066	10/30/1984	1302476
Intelect	Columbia	300926	12/12/1991	137129
Intelect	Brazil	823418278		
Jeltrode	U.S.	73609685	04/26/1988	1486033
Kallassy Ankle Support	U.S.	73759116	09/26/1989	1557807
Keramos	U.S.	76/556,874		Application
Keramos (and design)	U.S.	76/556,873		Application
Keystone	U.S.	75727294	10/09/2001	2496855
Linear	U.S.	75322354	10/13/1998	2196711
Maximum Poly	U.S.	75409374	07/18/2000	2369129
Myossage	U.S.	72282980	07/01/1969	872017
Navigator	U.S.	74222161	10/18/1994	1859136
Nylatex	U.S.	73042951	10/21/1975	1023095
OptiFlex	U.S.	75622098	02/15/2000	2318990
OptiFlex	European Community		09/20/2000	1862770
OptiFlex	Brazil	823559742		Application
OptiFlex S	Brazil	823559750		Application
Opti-Ice	U.S.			Application
Osteomill	U.S.	73598670	06/23/1987	1443995
Para-Care	U.S.	75199840	01/12/1999	2217692
Power Flex	U.S.	73420395	01/15/1985	1314440
PresSion	U.S.	74221456	09/08/1992	1713380
RAM	U.S.	76/561,946	Filed 11/26/03	Application
Rebound	U.S.	74474444	01/14/1997	2029443
Revelation	U.S.	75409372	03/27/2001	2438831
Revelation	European Community	1673268	05/24/2000	1673268
Reverse	U.S.	76476293	08/12/2003	2750144
Reverse (stylized)	U.S.	76481714	7/6/04	2859530
RSP	U.S.	76481715	08/12/2003	2750189
Sensaflex	U.S.	76537601	Filed 8/6/2003	Application
SI	U.S.	73350450	12/8/1999	1468033
Spinalator	U.S.	71402252	06/14/1938	357815
Sports Supports (and design)	U.S.	73477121	12/17/1985	1376496

<u>Trademarks</u>	<u>Country</u>	<u>App/Serial Number</u>	<u>Date issued</u>	<u>Reg. Number</u>
Sports Supports (stylized)	U.S.	75218474	06/23/1998	2167088
Stabilizer	Brazil			Application
Stamina	U.S.	75143542	11/03/1998	2201833
Stealth	U.S.	74222162	12/22/1992	1742238
Steam Pack	U.S.	73125161	02/06/1979	1112672
Theratherm	U.S.	76364890	08/12/2003	2751177
Triax	U.S.	73644649	01/05/1988	1471340
Triton	U.S.	73506306	09/24/1985	1361658
Triton	Germany	C31127/10WZ	12/13/1983	1057106
Triton	Columbia	300929	12/12/1991	137112
Triton	Brazil	824190084		Application
True/Fix	U.S.	74281390	09/07/1993	1791469
True/Flex	U.S.	74045078	12/17/1991	1668974
Tru-Trac	U.S.	74418674	05/10/1994	1835337
Turtle Neck	U.S.	73754246	01/23/1990	1578810
Turtle Neck	Canada	0,619733	05/31/1991	385052
TX	U.S.	73153130	12/19/1978	1109261
TX	New Zealand	133173	06/30/1980	133173
TX	Israel	50229	06/10/1980	50229
TX	Columbia	300925	12/12/1991	137123
TX	Canada	459725	08/28/1981	261944
TX	Australia		01/05/1979	A325548
Vectra	U.S.	76040122	07/23/2002	2596841
Vitality	U.S.	75169418	08/12/1997	2087777
Vitality	Japan	2953497	07/04/1997	4168783
VitalStim	U.S.	76413770		Application
Warm 'n Form	U.S.	73026352	06/10/1975	1012936
Wellness by Design	U.S.	73809726	04/27/1993	1767341
Wrightlock	U.S.	74627861	07/09/1996	1986341
Actionpatch	U.S.		6/15/04	2855281
Advance Dynamic ROM	U.S.		1/23/96	1951954
Assist	U.S.		9/1/98	2186387
Basix	U.S.		7/2/85	1345913
C.E.R.C.	U.S.		12/31/96	2027959
Comfortease	Benelux		12/10/87	430239
Comfortease	Canada		7/29/88	343165
Comfortease	Spain		5/6/91	1190272
Comfortease	U.S.		8/18/87	1453097
Dupel	U.S.		12/8/92	1738987
Dupel B.L.U.E.	U.S.		4/4/00	2337322
Dynex	Canada		2/20/02	558226
Dynex	U.S.		5/13/89	1135049
Eclipse	U.S.		3/7/89	1528058
Eclipse + (Stylized)	U.S.		3/6/90	1585476
Empi	Australia		5/12/95	A599304
Empi	Benelux		5/31/91	501165
Empi	Canada		1/21/94	422410

<u>Trademarks</u>	<u>Country</u>	<u>App/Serial Number</u>	<u>Date issued</u>	<u>Reg. Number</u>
Empi	France		7/16/91	1682502
Empi	Germany		9/11/92	2020390
Empi	Italy		12/11/95	665179
Empi	Japan		4/30/96	3141124
Empi	U.K.		3/26/93	1530923
Empi	U.S.		8/28/84	1292025
Empi (stylized)	U.S.		2/10/87	1428276
Epix	EP Union		12/18/01	1860691
Epix +	U.S.		8/28/84	1292026
Epix	U.S.		8/28/84	1292027
Epix VT	U.S.		6/30/98	2169128
Epix XL	Benelux		5/31/91	498987
Epix XL	France		7/16/91	1682503
Epix XL	Germany		9/11/92	2020391
Epix XL	U.S.		2/28/89	1526708
Focus	Benelux		5/31/91	503278
Focus	France		7/16/91	1682501
Focus	U.S.		11/13/90	1622277
Focus Stim	Germany		6/17/99	39912429
Innosense	U.S.		12/29/98	2214185
Innova	Canada		3/25/94	425854
Innova	France		4/1/93	93462716
Innova	Germany		7/1/94	2069701
Innova	Korea (so.)		5/9/96	339254
Innova	U.S.		6/1/99	2248905
Innova	U.S.		10/27/92	1727336
Logix	U.S.		6/11/85	1340481
Minnova	U.S.		6/15/99	2254314
Multiflex	U.S.		9/17/85	1360375
Neuro Aid	U.K.		1/8/86	B1194803
Neuro Aid	U.S.		10/16/84	1300398
Neuro Aid HH	U.S.		3/19/85	1325589
Neuroaid	Canada		4/26/85	302284
Neuroaid 3.5& Design	U.S.		12/2/86	1419076
Neuro-Ease	Canada		11/7/86	320373
Neuroease	U.S.		4/23/85	1331886
Neuropad	U.S.		10/19/85	1371165
PCS and Design	U.S.		1/21/86	1379627
Respond	Australia		7/10/86	B390791
Respond	Canada		7/9/82	270963
Respond	Sweden		2/17/84	19075
Respond	U.K.		11/27/85	B1194907
Respond	U.S.		8/14/84	1289934
Respond Select	U.S.		9/15/92	1715418
Snapease & Design	U.S.		7/4/89	1546273
Sue	U.S.		2/18/86	1383248
The Soft Touch	U.S.		2/18/86	1383243

<u>Trademarks</u>	<u>Country</u>	<u>App/Serial Number</u>	<u>Date Issued</u>	<u>Reg. Number</u>
The Soft Touch and Design	U.S.		8/25/87	1454089
Klear-Plast	U.S.		9/28/99	2281550
Orthoform	U.S.		3/14/00	2328294
Artroiran	Germany		1/3/00	300 16 154.9/10
Artrocare	Germany		6/22/89	H 61 883
Artrocare	Germany		1/11/91	H 64 853
Artrocool	Germany		4/15/93	H 68527/10
Artromot	Germany		11/6/88	1 108 186
Artromot	Germany		1/11/91	2004482
Artrostar	Germany		1/11/91	2004480
Artrofit	Germany		4/22/97	39717842.5
Artrocast	Germany		11/30/00	30087799.4/10
Artrostar	Germany		12/9/02	30260293.3/05
Artroflow	Germany		3/4/94	O18810/10Wz
Artrotherm	Germany		7/14/94	O17143/10Wz
Quick-Mold	Germany		7/1/94	O17112/10Wz
Artroskin	Germany		4/21/95	39517234.9
Prothera	Germany		4/12/94	G44458/10Wz
Artromaxx	Germany		4/30/98	39824105.8/10
Artrostim	Germany		7/3/99	39938750.1/10
Artrocell	Germany		8/23/99	39951139.3/10
Relion	U.S.		1/27/98	2133364
Infinity plus	U.S.		Application 4/12/04	Pending
Infinity	U.S.		Application 4/12/04	Pending
Empi	U.S.		5/9/95	1893067
Empi	U.S.		3/29/98	1482271
Auto-Haus	U.S.		3/11/80	1131970
[Design]	U.S.		3/11/80	1131727
Auto-Haus	U.S.		7/6/76	1043148
Auto-Haus	U.S.		10/18/77	1075435
Race-Trim	U.S.		9/9/75	1019916
[Design]	U.S.		12/11/79	1127697

SCHEDULE C

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Owner of Record	Country of Registration	App. or Registration No.	Registration or Filing Date	Expiration Date	Title
Chattanooga Group, Inc.	U.S.	Txu419-816	1/18/1990	1/18/2085	BALANCE
Chattanooga Group, Inc.	U.S.	Txu419-852	1/18/1990	1/18/2085	BREEZE
Chattanooga Group, Inc.	U.S.	Txu419-853	1/18/1990	1/18/2085	SCREENTOUCH
Chattanooga Group, Inc.	U.S.	TX-5-407-924	7/9/2001	7/9/2096	EMG RETRAINER IR SOFTWARE