

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 8, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Encora Medical Asset Corporation

Internal Address: _____

Street Address: 701 N. Green Valley Parkway, Suite 209

City: Henderson

State: Nevada

Country: USA Zip: 89074

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A Trademarks attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

911 FIRST RESPONSE COLLAR / EVER GREEN BECAUSE IT'S OUR WORLD, TOO / INDUSTRY'S CHOICE / KALLASSY ANKLE SUPPORT / NAVIGATOR / REBOUND / SPORTS SUPPORTS / SPORTS SUPPORTS / STEALTH / TURTLE NECK/ WARM 'N FORM

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

Name: Harry L. Zimmerman

Internal Address: _____

Street Address: 9800 Metric Boulevard

City: Austin

State: TX Zip: 78758

Phone Number: (512) 834-6208

Fax Number: (512) 834-6310

Email Address: Harry_Zimmerman@encoramed.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 503624

Authorized User Name Harry L Zimmerman

9. Signature:

Signature

11-17-05

Date

Harry L. Zimmerman

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$290.00 503624 1711470

Trademarks

Trademark	County	App/Serial #	Date Issued	Reg. No.
<u>Common Law</u>				
B.A.T.H.				
CHIEFTAIN				
CKD				
EXCELERATOR				
POWER PLAY				
PRE-VENT				
QUICK FIT				
QUICK RELEASE				
SECURE-ALL				
<u>Registered</u>				
911 FIRST RESPONSE COLLAR	U.S.	74223328	9/1/1992	1711470
911 FIRST RESPONSE COLLAR	Canada	712055	10/25/1996	464591
EVER GREEN BECAUSE IT'S OUR WORLD, TOO	U.S.	74579602	2/3/1998	2133619
INDUSTRY'S CHOICE	U.S.	74230966	5/25/1993	1773535
KALLASSY ANKLE SUPPORT	U.S.	73759116	9/26/1989	1557807
NAVIGATOR	U.S.	74222161	10/18/1994	1859136
REBOUND	U.S.	74474444	1/14/1997	2029443
SPORTS SUPPORTS (stylized)	U.S.	73477121	12/17/1985	1376496
SPORTS SUPPORTS (stylized)	U.S.	75218474	6/23/1998	2167088
STEALTH	U.S.	74222162	12/22/1992	1742238
TURTLE NECK	U.S.	73754246	1/23/1990	1578810
TURTLE NECK	Canada	0,619733	5/31/1991	385052
WARM 'N FORM	U.S.	73026352	6/10/1975	1012936

INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "*Release*") is made as of August 8, 2005, (the "*Effective Date*"), by Bank of America, N.A. ("*Bank of America*"), as Collateral Agent for each of the Secured Parties (as defined in the Credit Agreement referred to below), in favor of Encore Medical Asset Corporation.

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of October 4, 2004, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among Encore Medical Corporation, Encore Medical IHC, Inc., Bank of America, as Administrative Agent, Swing Line Lender and L/C Issuer and the Lenders party thereto, and (ii) that certain Intellectual Property Security Agreement dated as of October 4, 2004, between the Grantors (as defined in the Credit Agreement) and Bank of America, as Collateral Agent (the "*Collateral Agent*") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), each Grantor has granted to the Collateral Agent, a security interest in, among other property, certain intellectual property of the Grantors (terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office with respect to registered patents and trademarks; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Security Agreement, the Collateral Agent desires to release its security interest in and to the patents and trademarks identified on Schedule A attached hereto (the "*Released Intellectual Property*").

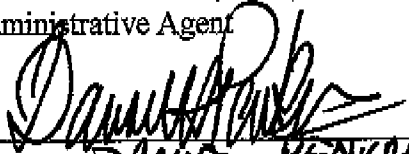
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agree as follows:

1. The Collateral Agent, hereby releases to Encore Medical Asset Corporation the security interest in, to and under the Released Intellectual Property granted pursuant to the Security Agreement.
2. This Release may be executed in one or more counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.
3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, Bank of America has caused this Release to be executed by their duly authorized representatives as of the date first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By 
Name: DANIRE VENKAR
Title: SR. VICE PRESIDENT

Schedule A

Patents

Country	Patent No.	Title/Mark	Date Filed/Issued
U.S.	5,352,189	Ankle Brace Walker	2/19/1992 10/4/1994
U.S.	5,620,411	Ankle Brace Walker	5/27/1994 4/15/1997
U.S.	4,729,370	Ankle Support	5/9/1986 3/8/1988
U.S.	5,853,381	Ankle Support Brace	7/24/1997 12/29/1998
U.S.	D345421	Ankle Brace Design	2/19/1992 3/22/1994
U.S.	5,083,553	Cervical Collar	4/12/1990 1/28/1992
U.S.	5,215,517	Flat Cervical Collar	1/24/1992 6/1/1993
U.S.	4,787,381	Abdominal Binder	1/21/1986 11/29/1988
Australia	735621	Ankle Support Brace	7/24/1998
Europe (8 Countries)	0998246 98935996.3 (app)	Ankle Support Brace	7/24/1998
Brazil	P19810805-0 (app)	Ankle Support Brace	7/24/1998
Canada	2297231 (app)	Ankle Support Brace	7/24/1998 1/11/2000
Japan	2000-503799 (app)	Ankle Support Brace	7/24/1998
Korea	10-2000-7000707 (app)	Ankle Support Brace	7/24/1998