

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WACHOVIA BANK, N.A.		02/08/2002	CORPORATION:

RECEIVING PARTY DATA	
Name:	ENCORE MEDICAL, L.P., AS SUCCESSOR IN INTEREST TO THE CHATTANOOGA GROUP, INC.
Street Address:	9800 Metric Blvd
City:	Austin
State/Country:	TEXAS
Postal Code:	78758
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0357815	SPINALATOR
Registration Number:	0574604	HYDROCOLLATOR
Registration Number:	0675045	HYDROCOLLATOR
Registration Number:	0871377	COLPAC
Registration Number:	0872017	MYOSSAGE
Registration Number:	0864244	HYDROCOLLATOR COLPAC
Registration Number:	1023095	NYLATEX
Registration Number:	1112672	STEAM PACK
Registration Number:	1097329	ADAPTA
Registration Number:	1109261	TX
Registration Number:	1302476	INTELECT
Registration Number:	1361658	TRITON
Registration Number:	1410735	AUTOFLEX

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Registration Number:	1419075	AUTO-TRAC
Registration Number:	1471340	TRIAX
Registration Number:	1767341	WELLNESS BY DESIGN
Registration Number:	1713380	PRESSSION
Registration Number:	2188549	EMG RETRAINER

CORRESPONDENCE DATA

Fax Number: (512)834-6310

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5128346208

Email: harry_zimmerman@encoremed.com

Correspondent Name: Harry L. Zimmerman

Address Line 1: 9800 Metric Blvd

Address Line 4: Austin, TEXAS 78758

NAME OF SUBMITTER:	Harry L. Zimmerman
Signature:	/s/ Harry L. Zimmerman
Date:	11/09/2006

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of February 8, 2002, from WACHOVIA BANK, N.A. (the "Lender") to Encore Medical L.P., as successor in interest to the Chattanooga Group, Inc. (the "Borrower") pursuant to the Loan and Security Agreement, dated as of July 30, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Borrower and Lender.

WITNESSETH

WHEREAS, pursuant to the Loan Agreement, a security interest (the "Security Interest") was granted by the Borrower to the Lender in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 6, 1999, at Reel 1910 and Frame 698, and

WHEREAS, Lender, pursuant to the Letter Agreement, dated February 8, 2002, from Lender to Borrower, agreed to terminate and release the entirety of its Security Interest in the Trademark Collateral, as defined below, upon payment of all amounts owing to Lender by Borrower under the Loan Agreement, and execute all further documentation at the request of the Borrower;

WHEREAS, Borrower has repaid all amounts owing to Lender under the Loan Agreement;

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 Lender hereby states as follows:

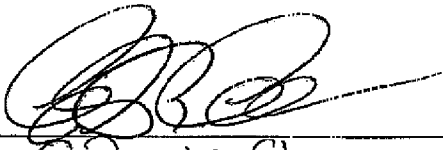
1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Borrowers' right, title and interest of every kind of nature as of the date hereof in the Trademarks listed on Schedule A hereto.

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

3. Further Assurances. The Lender 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.

WACHOVIA BANK, N.A.

By: 
Name: C. Reggie Claus
Title: Vice President

SCHEDULE A**U.S. Trademarks Registration and Application**

Trademark	Application Number	Registration Number
SPINALATOR	71402252	357815
HYDROCOLLATOR	71622428	574604
HYDROCOLLATOR	72041237	675045
COLPAC	72274185	871377
MYOSSAGE	72282980	872017
HYDROCOLLATOR COLPAC	72285649	864244
NYLATEX	73042951	1023095
STEAM PAC	73125161	1112672
ADAPTA	73141621	1097329
TX	73153130	1109261
INTELECT	73446066	1302476
TRITON	73506306	1361658
AUTOFLEX	73585517	1410735
AUTO-TRAC	73588953	1419075
TRIAZ	73644649	1471340
WELLNESS BY DESIGN	73809726	1767341
PRESSSION	74221456	1713380
EMG RETRAINER	75273616	2188549