

**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
Performance Health, Inc.		04/20/2007	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	1774041	BIOFREEZE
Registration Number:	2334826	CRYOFREEZE
Registration Number:	2001198	CRYOTHERAPY "THE COLD METHOD"
Registration Number:	2595961	DYNAFREEZE
Registration Number:	2756458	GROWING PAINS
Registration Number:	2510961	HPQR HIGH PERFORMANCE-QUICK RECOVERY
Registration Number:	3139538	LEARN MORE, HEAL MORE, ACHIEVE MORE
Registration Number:	3157008	PAIN MANAGEMENT WITH THE MASTERS
Registration Number:	2318703	PAIN RELIEF THAT WORKS
Registration Number:	2269944	PAIN RELIEF THAT WORKS!
Registration Number:	2127009	PERFORM
Registration Number:	3019509	PERFORMANCE HEALTH
Registration Number:	3022797	PERFORMANCE HEALTH
Registration Number:	3032593	SPA BALM

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Registration Number:	2518737	SPA COOL
Registration Number:	3058030	SPA FIRM
Registration Number:	2981314	SPA HEALTH
Registration Number:	3032590	SPA MOISTURE
Registration Number:	3104322	SPASSAGE
Registration Number:	2234542	STOPS PAIN COLD
Registration Number:	2001199	THE COLD METHOD
Registration Number:	2814611	THE PAIN STOPS HERE!
Registration Number:	2960646	YOUR CLEAR SOLUTION FOR PAIN RELIEF
Registration Number:	2469031	YOUR NATURAL CHOICE FOR MAXIMUM PAIN RELIEF
Serial Number:	76558292	CRYOSPRAY
Registration Number:	2867621	PROSSAGE

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-577-8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00246
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/27/2007

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2007, is made by Performance Health, Inc., a Pennsylvania corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 20 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each other Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

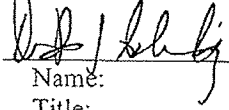
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PERFORMANCE HEALTH, INC., a  
Pennsylvania corporation, as Grantor

By:   
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

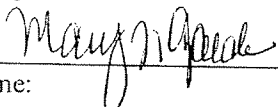
Very truly yours,

PERFORMANCE HEALTH, INC., a  
Pennsylvania corporation, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name:  
Title: **Mary F. Gaede**  
**Duly Authorized Signatory**

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
CRYOSPRAY	Allowed	76558292	27-Oct-03		
LASER FREEZE	Published – Intent to use	78578519	02-Mar-05		
BIOFREEZE	Renewed	74316856	24-Sep-92	1774041	01-Jun-93
CRYOFREEZE	Registered	75559990	28-Sep-98	2334826	28-Mar-00
CRYOTHERAPY 'THE COLD METHOD'	Renewed	74721223	28-Aug-95	2001198	17-Sep-96
DYNAFREEZE	Registered	76279787	03-Jul-01	2595961	16-Jul-02
GROWING PAINS	Registered	75565104	05-Oct-98	2756458	26-Aug-03
HPQR-HIGH PERFORMANCE , QUICK RECOVERY	Registered	75/709,643	17-May-99	2,510,961	20-Nov-01
LEARN MORE, HEAL MORE, ACHIEVE MORE	Registered	76585706	07-Apr-04	3139538	05-Sep-06
PAIN MANAGEMENT WITH THE MASTERS	Registered	78642148	02-Jun-05	3157008	17-Oct-06
PAIN RELIEF THAT WORKS	Registered	75/597,429	01-Dec-98	2,318,703	15-Feb-00
PAIN RELIEF THAT WORKS!	Registered	75274470	11-Apr-97	2269944	10-Aug-99

Mark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
PERFORM	Registered	75196235	12-Dec-96	2127009	06-Jan-98
PERFORMANCE HEALTH	Registered	76623696	08-Dec-04	3019509	29-Nov-05
PERFORMANCE HEALTH & Design	Registered	76623861	08-Dec-04	3022797	06-Dec-05
PROSSAGE	Registered	76512655	08-May-03	2867621	27-Jul-04
SPA BALM	Registered	76311673	12-Sep-01	3032593	20-Dec-05
SPA COOL	Registered	76036108	27-Apr-00	2518737	11-Dec-01
SPA FIRM	Registered	76475828	17-Dec-02	3058030	07-Feb-06
SPA HEALTH	Registered	76311685	12-Sep-01	2981314	02-Aug-05
SPA MOISTURE	Registered	76299824	14-Aug-01	3032590	20-Dec-05
SPASSAGE	Registered	76475898	17-Dec-02	3104322	13-Jun-06
STOPS PAIN COLD	Registered	75009632	06-Oct-95	2234542	23-Mar-99
THE COLD METHOD	Renewed	74721224	28-Aug-95	2001199	17-Sep-96
THE PAIN STOPS HERE!	Registered	76456169	07-Oct-02	2814611	17-Feb-04
YOUR CLEAR SOLUTION FOR PAIN RELIEF	Registered	76568670	24-Dec-03	2960646	07-Jun-05
YOUR NATURAL CHOICE FOR MAXIMUM PAIN RELIEF	Registered	75/831,485	25-Oct-99	2469031	17-Jul-01