

07-16-1999

Docket No.:

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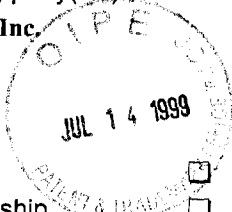
101092206

... original documents or copy thereof.

To the Honorable Commissioner of Patents a

1. Name of conveying party(ies):

Smith & Nephew, Inc.



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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: DonJoy, L.L.C.

Internal Address: _____

Street Address: 2985 Scott Street

City: Vista State: CA ZIP: 92083

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: 6/30/99

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See attached
Schedule A

B. Trademark Registration No.(s)

See attached
Schedule A

Additional numbers Yes No

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

Name: Elizabeth Miller Roesel

Internal Address: _____

CROWELL & MORING LLP

Street Address: 1001 Pennsylvania Avenue, N.W.

City: Washington, State: DC ZIP: 20004

6. Total number of applications and registrations involved:.....

39

7. Total fee (37 CFR 3.41):.....\$ \$990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3836 Credit any excess or debit any insufficiencies

07/15/1999 DNGUYEN 00000369 1766635

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 950.00 OP

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.

Elizabeth Miller Roesel

Elizabeth M. Roesel

7/14/99

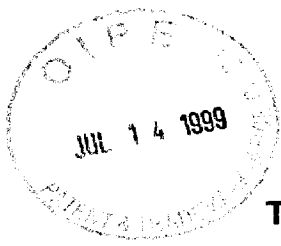
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

11



SCHEDULE A

TRADEMARK REGISTRATIONS

| Mark | Reg No | Reg Date |
|-----------------------|---------|-----------|
| ACTION MAN Design | 1766635 | 20-Apr-93 |
| AIR DONJOY | 2012690 | 29-Oct-96 |
| ATHLETIC SUPPORT Logo | 1335337 | 14-May-85 |
| CI | 1756097 | 2-Mar-93 |
| CPB | 1854085 | 13-Sep-94 |
| DEFIANCE | 1825788 | 8-Mar-94 |
| DJ DONJOY and Design | 1719416 | 22-Sep-92 |
| DON JOY and Design | 1128137 | 25-Dec-79 |
| DONJOY | 1416508 | 11-Nov-86 |
| DRYTEX | 2074441 | 24-Jun-97 |
| ELBOWRANGER | 1930808 | 31-Oct-95 |
| GAIT LOCK SYSTEM | 1947121 | 9-Jan-96 |
| GET IT ON | 1800054 | 19-Oct-93 |
| GOLDPOINT | 1700421 | 14-Jul-92 |
| ICEMAN | 2212910 | 22-Dec-98 |
| ICEMAN Logo | 2170031 | 30-Jun-98 |
| INTREPID | 1843569 | 5-Jul-94 |
| KNEERANGER stylised | 1930818 | 31-Oct-95 |
| MC WALKER | 2112956 | 11-Nov-97 |
| MONARCH | 1906426 | 18-Jul-95 |
| MONARCH and Design | 1981478 | 18-Jun-96 |
| MUSCLEMAX | 1986313 | 9-Jul-96 |
| MUSCLESense | 1997646 | 27-Aug-96 |
| NEUTRALIZER | 1866311 | 6-Dec-94 |
| PROCARE | 1639644 | 2-Apr-91 |
| QUADRANT | 1838398 | 31-May-94 |
| ROCKETSOC | 1805205 | 16-Nov-93 |
| SPIDER PAD | 1989073 | 23-Jul-96 |
| SPORTS WISE | 2039262 | 18-Feb-97 |
| SPORTSOC | 1989309 | 23-Jul-96 |
| VARSITY | 1964315 | 26-Mar-96 |

TRADEMARK APPLICATIONS

| Mark | App No | App Date |
|-------------------|-----------|------------|
| DONJOY and Design | 75/542885 | 26-Aug-98 |
| ELS | 75476318 | 29-Apr-98 |
| FULLCIRCLE | 75/180878 | 15-Oct-96 |
| OFFICECARE | 75/180792 | 15-Oct-96 |
| OPAL | 75/503909 | 17-June-98 |
| PLAYMAKER | 75/476320 | 4/29/98 |
| REDDIE | 75/590089 | 17-Nov-98 |
| ULTRASLING | 75/453327 | 19-Mar-98 |

1627694

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 30th day of June, 1999 ("Effective Date"), by and between Smith & Nephew, Inc., a Delaware corporation, with its principal office at 1450 Brooks Road, Memphis, Tennessee 38116 ("S&N" or "Assignor"), and DonJoy, L.L.C., a Delaware limited liability company, with its principal office at 2985 Scott Street, Vista, California 92083 ("DonJoy, L.L.C." or "Assignee").

WHEREAS, pursuant to a Recapitalization Agreement dated April 29, 1999 (the "Recapitalization Agreement") among DonJoy, L.L.C., S&N and Chase DJ Partners, LLC ("Investor"), DonJoy, L.L.C. is selling Investor 645,500 Units of DonJoy, L.L.C., and DonJoy, L.L.C. is redeeming 2,000,000 Common Units from S&N, such that upon consummation of the transactions contemplated by the Recapitalization Agreement, Investor will own approximately a ninety percent (90%) membership interest in DonJoy, L.L.C.;

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and foreign trademarks, trademark registrations and trademark applications identified and set forth on Schedule A (the "Trademarks") respectively; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks, for the United States and all foreign countries, together with the good will of the business in connection with which the said Trademarks are used, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Trademarks set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any of the trademark applications assigned herein; (2) in the prosecution or defense of any

opposition, interference, cancellation, infringement or other proceeding that may arise in connection with any of the Trademarks assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment in the United States or any other country.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

Smith & Nephew, Inc.

DonJoy, L.L.C.

By: Cliff Lomax

By: _____

Name: Clifford K. Lomax

Name: _____

Title: Treasurer

Title: _____

STATE OF TENNESSEE)
COUNTY OF SHELBY)

On this 29 day of June, 1999, there appeared before me Clifford K. Lomax, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Smith & Nephew, Inc.

Liana Houston
Notary Public

My Commission Expires September 14, 1994

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1999, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of DonJoy, L.L.C.

Notary Public

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by their undersigned duly authorized officers.

Smith & Nephew, Inc.

DonJoy, L.L.C.

By: _____

By: [Signature]

Name: _____

Name: Leslie H. Cross

Title: _____

Title: President and CEO

STATE OF _____)
COUNTY OF _____)

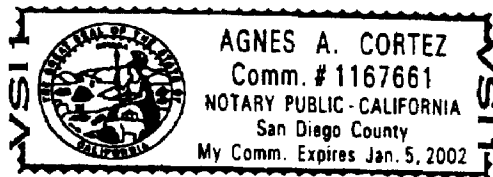
On this _____ day of _____, 1999, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Smith & Nephew, Inc.

Notary Public

STATE OF California)
COUNTY OF San Diego) ss.

On this 25th day of June, 1999, there appeared before me Leslie H. Cross, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of DonJoy, L.L.C.

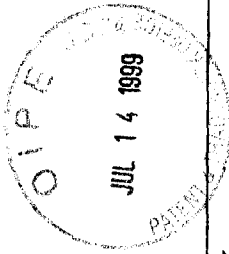
[Signature]
Notary Public



1627238

SCHEDULE A - TRADEMARKS

| Mark | Country | App No | App Date | Reg No | Reg Date |
|-----------------------|--------------|---------------|-----------|-----------|-----------|
| ACTION MAN Design | USA | 158842 | 18-Apr-91 | 1766635 | 20-Apr-93 |
| AIR DONJOY | USA | 74/631809 | 19-Feb-95 | 2012690 | 29-Oct-96 |
| ALP | Australia | 676803 | 1-Nov-95 | 676803 | 8-Apr-97 |
| ATHLETIC SUPPORT Logo | USA | 309155 | 7-May-81 | 1335337 | 14-May-85 |
| CI | USA | 74210899 | 7-Oct-91 | 1756097 | 2-Mar-93 |
| CPB | USA | 195360 | 15-Aug-91 | 1854085 | 13-Sep-94 |
| DEFIANCE | Spain | 1749787 | 24-Feb-93 | 1749787 | 3-Dec-93 |
| DEFIANCE | USA | 279531 | 26-May-92 | 1825788 | 8-Mar-94 |
| DEFIANCE | Sweden | 93-01443 | 17-Feb-93 | 252512 | 8-Oct-93 |
| DEFIANCE | Japan | 23578/1993 | 9-Mar-93 | 3126091 | 29-Mar-96 |
| DEFIANCE | Italy | RM93C/000889 | 19-Mar-93 | 659863 | 16-Oct-95 |
| DEFIANCE | Canada | 723241 | 23-Feb-93 | 432770 | 2-Sep-94 |
| DEFIANCE | France | 93/455193 | 15-Feb-93 | 93455193 | |
| DEFIANCE | UK | 1526669 | 11-Feb-93 | 1526669 | 2-Dec-94 |
| DEFIANCE | Finland | 642/93 | 16-Feb-93 | 132178 | 20-May-94 |
| DEFIANCE | Denmark | 1033/93 | 16-Feb-93 | 3146-1993 | |
| DEFIANCE | Germany | S 56016/10 Wz | 20-Feb-93 | 2068059 | 16-Jun-94 |
| DJ DONJOY and Design | USA | 15872 | 2-Jan-90 | 1719416 | 22-Sep-92 |
| DON JOY and Design | USA | 146196 | 27-Oct-77 | 1128137 | 25-Dec-79 |
| DONJOY | New Zealand | | 12-Dec-89 | 198258 | 24-Sep-93 |
| DONJOY | Chile | 219913 | 1-Sep-92 | 429848 | 8-Aug-94 |
| DONJOY | UK | 1389075 | 3-Jul-89 | B1389075 | 3-Jul-89 |
| DONJOY | Switzerland | 4928 | 29-Jun-89 | 374281 | 19-Jan-90 |
| DONJOY | Sweden | 8906437 | 5-Jul-89 | 224259 | 14-Jun-91 |
| DONJOY | Spain | 1510518 | 10-Jul-89 | 1510518 | 5-Nov-91 |
| DONJOY | South Africa | 89/5911 | 4-Jul-89 | 89/5911 | 4-Jul-89 |
| DONJOY | Norway | 893334 | 7-Jul-89 | 143501 | 29-Nov-90 |
| DONJOY | USA | 73587292 | 10-Mar-86 | 1416508 | 11-Nov-86 |



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|-----------------------|-----------|-------------|------------|-------------|-----------|
| DONJOY | Canada | 635702 | 6-Jul-89 | 383492 | 26-Apr-91 |
| DONJOY | Italy | 40665C89 | 13-Jul-89 | 570466 | 12-May-92 |
| DONJOY | Germany | 48301-10Wz | 19-Jul-89 | 1163171 | 29-Aug-90 |
| DONJOY | France | 145134 | 21-Jul-89 | 1542581 | 21-Jul-89 |
| DONJOY | Australia | 507343 | 23-Mar-89 | A507343 | |
| DONJOY | China | 960095874 | 22-Aug-96 | 1129041 | 21-Nov-97 |
| DONJOY | Denmark | 02.360 1988 | 6-Apr-89 | 04.650 1989 | 4-Aug-89 |
| DONJOY | Japan | 173514 | 30-Jun-89 | 2437825 | 31-Jul-92 |
| DONJOY and Design | CTM | 995514 | 20-Nov-98 | | |
| DONJOY and Design | USA | 75/542885 | 26-Aug-98 | | |
| DONJOY plus DJ Design | China | 960095875 | 22-Aug-96 | 1129040 | 21-Nov-97 |
| DRYTEX | USA | 75000429 | 2-Oct-95 | 2074441 | 24-Jun-97 |
| ELBOWRANGER | USA | 74508353 | 4-Apr-94 | 1930808 | 31-Oct-95 |
| ELS | USA | 75476318 | 29-Apr-98 | | |
| FULLCIRCLE | USA | 75/180878 | 15-Oct-96 | | |
| GAIT LOCK SYSTEM | USA | 279548 | 26-May-92 | 1947121 | 9-Jan-96 |
| GET IT ON | USA | 286536 | 18-Jun-92 | 1800054 | 19-Oct-93 |
| GOLDPOINT | USA | 74/195107 | 15-Aug-91 | 1700421 | 14-Jul-92 |
| GOLDPOINT | CTM | 990465 | 16-Nov-98 | | |
| ICEMAN | USA | 75/388383 | 12-Nov-97 | 2212910 | 22-Dec-98 |
| ICEMAN Logo | USA | 75/082459 | 2-Apr-96 | 2170031 | 30-Jun-98 |
| INTREPID | USA | 74/357866 | | 1843569 | 5-Jul-94 |
| KNEERANGER stylised | USA | 74509311 | 5-Apr-94 | 1930818 | 31-Oct-95 |
| MC WALKER | USA | 75082463 | 2-Apr-96 | 2112956 | 11-Nov-97 |
| MONARCH | USA | 445167 | 7-Oct-93 | 1906426 | 18-Jul-95 |
| MONARCH | UK | 2125325 | 28-Feb-97 | 2125325 | 23-Oct-98 |
| MONARCH and Design | USA | 496390 | 1-Mar-94 | 1981478 | 18-Jun-96 |
| MUSCLEMAX | USA | 74610138 | 7-Oct-94 | 1986313 | 9-Jul-96 |
| MUSCLEASENSE | USA | 74/651768 | 27-Mar-95 | 1997646 | 27-Aug-96 |
| NEUTRALIZER | USA | 74/380429 | 15-Apr-93 | 1866311 | 6-Dec-94 |
| OFFICECARE | USA | 75/180792 | 15-Oct-96 | | |
| OPAL | USA | 75/503909 | 17-June-98 | | |

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|------------------|--------------|-------------|-----------|-----------|-----------|
| PLAYMAKER | Australia | 676805 | 1-Nov-95 | 676805 | 3-Feb-97 |
| PROCARE | Singapore | S/2702/97 | 8-Mar-97 | | |
| PROCARE | Singapore | S/2703/97 | 8-Mar-97 | | |
| PROCARE | USA | 73823894 | 9-Jul-89 | 1639644 | 2-Apr-91 |
| PROCARE | France | 96652383 | 26-Nov-96 | 96/652383 | 2-May-97 |
| PROCARE | Canada | 829834 | 25-Nov-96 | TMA498061 | 29-Jul-98 |
| PROCARE | New Zealand | B273327 | 28-Feb-97 | | |
| PROCARE Stylised | Australia | 728981 | 4-Mar-97 | 728981 | 8-Dec-97 |
| QUADRANT | USA | 328009 | 3-Nov-92 | 1838398 | 31-May-94 |
| ROCKETSOC | USA | 286537 | 18-Jun-92 | 1805205 | 16-Nov-93 |
| SPEEDWAY | Australia | 676804 | 1-Nov-95 | 676804 | 3-Feb-97 |
| SPIDER PAD | Germany | S59831/10Wz | 16-Sep-94 | 2909747 | 8-Aug-95 |
| SPIDER PAD | USA | 74/553401 | 25-Jul-94 | 1989073 | 23-Jul-96 |
| SPIDER PAD | UK | 1585254 | 16-Sep-94 | 1585254 | 29-Dec-95 |
| SPIDER PAD | South Korea | 9438037 | 22-Sep-94 | 333105 | 6-Feb-96 |
| SPIDER PAD | South Africa | 94/9981 | 15-Sep-94 | 94/9981 | 6-Feb-97 |
| SPIDER PAD | Italy | RM94C004298 | 30-Sep-94 | 689959 | 16-Oct-96 |
| SPIDER PAD | France | 94536328 | 16-Sep-94 | 94536328 | 24-Feb-95 |
| SPIDER PAD | Canada | 763845 | 14-Sep-94 | TMA492551 | 7-Apr-98 |
| SPIDER PAD | Australia | 640789 | 16-Sep-94 | 640789 | 30-Dec-96 |
| SPIDER PAD | Japan | 98131/1994 | 27-Sep-94 | 4059326 | 19-Sep-97 |
| SPORTS WISE | USA | 74512365 | 13-Apr-94 | 2039262 | 18-Feb-97 |
| SPORTSOC | USA | 74617067 | 3-Jan-95 | 1989309 | 23-Jul-96 |
| SPORTSWISE | Canada | 764662 | 13-Sep-94 | | |
| SPORTSWISE | France | 94528017 | 7-Jul-94 | 94528017 | 16-Dec-94 |
| SPORTSWISE | Germany | S5923910Wz | 7-Jul-94 | 2910069 | 16-Aug-95 |
| SPORTSWISE | UK | 1577355 | 7-Jul-94 | 1577355 | 16-Feb-96 |
| PLAYMAKER | USA | 75/476320 | 4/29/98 | | |
| REDDIE | USA | 75/590089 | 17-Nov-98 | | |
| ULTRASLING | USA | 75/453327 | 19-Mar-98 | | |
| VARSIITY | USA | 74686194 | 9-Jun-95 | 1964315 | 26-Mar-96 |

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