

05-18-2001



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Form PTO-1594

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Henley Healthcare, Inc. d/b/a  
Henley International, Inc.

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

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

3. Nature of conveyance:

5-17-2001

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

Execution Date: March 30, 2001

2. Name and address of receiving party(ies)

Name: Znetix Acquisition, L.P.

Internal Address: \_\_\_\_\_

Street Address: 600 University St., Suite 2500

City: Seattle State: WA Zip: 98101

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership Texas
- Corporation-State \_\_\_\_\_
- 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)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,468,033      1,835,337  
1,496,663

Additional number(s) attached  Yes  No

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

Name: Philip T. Golden

Internal Address: Locke Liddell & Sapp LLP

Street Address: 600 Travis, Suite 3400

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1322

*Charge 90.00*

(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.

PHILIP T. GOLDEN  
Name of Person Signing

Signature

May 16, 2001

Date

Total number of pages including cover sheet, attachments, and document: 8

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

**TRADEMARK  
ASSIGNMENT**

WHEREAS, Henley Healthcare, Inc., d/b/a Henley International, Inc., ("Assignor"), a Texas corporation whose address is 120 Industrial Boulevard, Sugar Land, Texas 77478, is the owner of the entire right, title and interest in and to the following trademark registrations or applications (collectively the "Trademarks"):

Trademark	Country	Registration No.
EDI 320	US	1,516,283
FITRON	US	949,266
FLUIDOTHERAPY	US	1,496,663
HF & Design	Chile	371,178
HYDRA-FITNESS	Australia	A416697
HYDRA-FITNESS	Canada	531,168
HYDRA-FITNESS	Mexico	74283
HYDRA-FITNESS	United Kingdom	1,228,380
HYDRA-FITNESS	US	1,338,083
JELTRODE	US	1,468,033
KINETRON	Australia	A473259
KINETRON	Canada	345,217
KINETRON	France	1,307,030
KINETRON	Germany	1088006
KINETRON	Italy	439228
KINETRON	Japan	2070128
KINETRON	Sweden	199,238
KINETRON	Switzerland	340980
KINETRON	United Kingdom	1240936
KINETRON	US	1,280,026
NORM	US	2,202,634
NORM	US	2,199,497
OMNI-TRON	Australia	A416696
OMNI-TRON	Canada	313,863
OMNI-TRON	United Kingdom	1,228,381
OMNI-TRON	US	1,327,193
ORTHOTRON	Australia	A382428
ORTHOTRON	Canada	344,719
ORTHOTRON	France	1,307,031
ORTHOTRON	Italy	439229
ORTHOTRON	Sweden	200599
ORTHOTRON	Switzerland	340981
ORTHOTRON	US	1,238,168
PRO-ROW 2000	US	1,386,893
TRU-TRAC	US	1,835,337

Trademark	Country	Registration No.
UBE	US	1,317,885

Trademark	Serial No.	Filing Date
EPAINRX	76/101,965	08/02/2000

and

WHEREAS, COMERICA BANK - TEXAS ("Collateral Assignee"), a Texas Banking Association, whose address is P.O. 650282, MC 6510, Dallas, Texas 75265-0282, is, to the extent Assignor owned, on or before March 12, 2001, the Trademarks, as a result of (i) that certain Security Agreement dated June 30, 1997, executed by Assignor, as Debtor, and in favor of Collateral Assignee, as Secured Party, and (ii) Agreement Concerning Previously Executed Security Agreements dated March 1, 2001 (collectively the "Security Agreement") the owner and holder of a security interest in and to the Trademarks;

WHEREAS, as a result of Assignor's default under the terms of the Security Agreement, the Collateral Assignee noticed out a foreclosure sale of the Assignee's rights, title and interest in and to, among other property, the Trademarks;

WHEREAS, Znetix Acquisition, L.P. ("Assignee"), a Texas limited partnership, whose address is 600 University Street, Suite 2500, Seattle, Washington 98101, offered at the foreclosure sale the best price and acquired from Collateral Assignee, all of the Assignor's rights, title and interest in and to, among other property, the Trademarks;


NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable consideration, the Assignor, Collateral Assignee and Assignee join herein for purposes of acknowledging the accuracy of the recitals set forth above and to acknowledge that, the Collateral Assignee has, and hereby does, on behalf of the Assignor (and as a foreclosing creditor), sell, assign, transfer and set over to Assignee, any and all right, title and interest of Assignor in and to the Trademarks (collectively "Assigned Trademarks") together with, if any, rights related thereto throughout the world, and any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment described in the Security Agreement and the foreclosure sale evidenced hereby had not been made. Any warranty of title, express or implied, contained herein, is made by the Collateral Assignee on behalf of Assignor (and not by Collateral Assignee) pursuant to the terms and under the rights granted in the Security Agreement.

And Assignor further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Assigned Trademarks, to Assignee, its successors, assigns or other legal representatives, shall sign all papers, make all rightful oaths and do all lawful acts requisite for such action, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

And Assignor does further covenant and agree that it will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to the Assigned Trademarks or the file histories thereof as may be known to it, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

EXECUTED as of this 30<sup>th</sup> day of March, 2001.

HENLEY HEALTHCARE, INC., D/B/A  
HENLEY INTERNATIONAL, INC.,  
a Texas corporation,  
as Assignor

By:   
Name: K. De Jong  
Title: President & CEO

COMERICA BANK - TEXAS,  
a Texas banking association  
as Collateral Assignee

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

And Assignor does further covenant and agree that it will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to the Assigned Trademarks or the file histories thereof as may be known to it, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

EXECUTED as of this 30th day of March, 2001.

HENLEY HEALTHCARE, INC., D/B/A  
HENLEY INTERNATIONAL, INC.,  
a Texas corporation,  
as Assignor

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

COMERICA BANK - TEXAS,  
a Texas banking association  
as Collateral Assignee

By: Robin Kain  
Name: Robin Kain  
Title: Vice-President

ZNETIX ACQUISITION, L.P.,  
a Texas limited partnership,  
as Assignee

By: its sole general partner,  
Znetix Management, L.L.C.  
a Texas limited liability company

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

And Assignor does further covenant and agree that it will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to the Assigned Trademarks or the file histories thereof as may be known to it, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

EXECUTED as of this 30<sup>th</sup> day of March, 2001.

HENLEY HEALTHCARE, INC., D/B/A  
HENLEY INTERNATIONAL, INC.,  
a Texas corporation,  
as Assignor

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

COMERICA BANK - TEXAS,  
a Texas banking association  
as Collateral Assignee

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

ZNETIX ACQUISITION, L.P.,  
a Texas limited partnership,  
as Assignee

By: its sole general partner,  
Znetix Management, L.L.C.  
a Texas limited liability company

By: Ronald J. Zimmerer  
Name: Ronald J. Zimmerer  
Title: Manager



STATE OF TEXAS §  
COUNTY OF DALLAS §  
§

BEFORE ME, the undersigned authority, on this day personally appeared Robin Cain, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed the same as the act and deed of Comerica Bank - Texas, a Texas banking association, as V.P. thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 9th day of March, 2001.



Tara Horton  
Notary Public in and for  
the State of Texas



STATE OF WASHINGTON

COUNTY OF King

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared Ron Zimmerer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed the same as the act and deed of Znetix Management L.L.C., a Texas limited liability company, in its capacity as sole general partner of Znetix Acquisition, L.P., a Texas limited partnership, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 30<sup>th</sup> day of March, 2001.

Devon C. Leshner

Notary Public in and for  
the State of Washington

