

06-06-2001

FACSIMILE OF FORM PTO-1595

U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

5.29.01



To the Honorable Commissioner

101741841

attached original documents or copy thereof

1. Name of conveying party(ies):

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

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

- **Comerica Bank - Texas**

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

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

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

Name: **Znetix Acquisition, L.P.**

Address: 600 University Street, Suite 2500
Seattle, Washington 98101

- Individual(s) citizenship
- Association
- General Partnership
- Corporation
- Other (Limited Partnership - Texas)

MAY 29 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

Additional name(s) & address(es) attached? Yes No

Execution Date: March 30, 2001

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

A. Trademark Application No.(s)

76/101,965

B. Trademark Registration No.(s)

| | | |
|-----------|-----------|-----------|
| 1,516,283 | 949,266 | 1,317,885 |
| 1,338,083 | 1,280,026 | 1,386,893 |
| 2,202,634 | 2,199,497 | 1,327,193 |
| 1,238,168 | | |

06-06-2001 STOR: 00000181 76101965
 40.00 DP
 250.00 DP

Additional numbers attached? Yes No

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

Name: Attn: IPT Docket Manager

Internal Address: Locke Liddell & Sapp LLP

Street Address: 600 Travis, Suite 3400

City: Houston State: TX Zip: 77002-3095

6. Total number of applications and registrations involved: 11

7. \$290.00 Total fee (37 C.F.R. 3.41)

- Enclosed
- Authorized to be charged to deposit account (any deficiency in enclosed fees)
- Authorized to be charged to deposit account

8. Deposit account number:
12-1322/019523-00001
 (DO NOT attach duplicate copy of this page even 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 25, 2001
Date

Total number of pages including cover sheet, attachments and document: 9

**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;

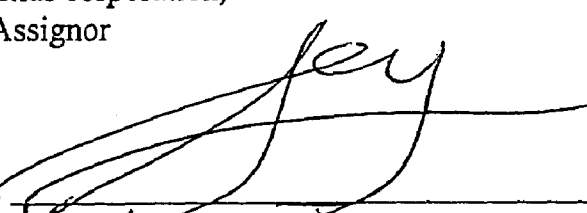
NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable consideration, the Assignor, Collateral Assignee and Assignee join herein for purposes of acknowledging the accuracy of the recitals set forth above and to acknowledge that, the Collateral Assignee has, and 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 30th 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 20th 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 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: _____
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

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

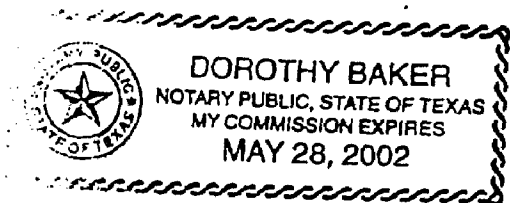
By: its sole general partner,
Znetix Management, L.L.C.
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Ken de Jong, 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 Henley Healthcare, Inc., d/b/a Henley International, Inc., as President & CEO thereof, and for the purposes and consideration therein expressed.

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



Dorothy Baker
Notary Public in and for
the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Robin Main, 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 30th day of March, 2001.



Tara Horton
Notary Public in and for
the State of Texas

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 30th day of March, 2001.

Devon C. Lesher

Notary Public in and for
the State of Washington

