

06-13-2001



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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TO: The Commission of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 101626080A
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
June 30, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name Smith & Nephew, Inc.

Execution Date
Month Day Year
January 17, 2001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name DonJoy, L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2985 Scott Street

Address (line 2) _____

Address (line 3) Vista, California 92083

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other: Limited liability company
 - Citizenship/State of Incorporation/Organization: Delaware
- If document to be recorded is an assignment and the receiving party is not domiciled to the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondence Name and AddressArea Code and Telephone Number (714) 540-1235Name Perry J. Viscounty, Esq.Address (line 1) LATHAM & WATKINSAddress (line 2) 650 Town Center Drive, Suite 2000Address (line 3) Costa Mesa, CA 92626

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document
including any attachments.# 7**Trademark Application Number(s) or Registration Number(s)** Mark if additional numbers attachedEnter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/663,335**Number of Properties**

Enter the total number of properties involved.

1**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40 (Enclosed in our letter dated 2/12/01)

Method of Payment:

Enclosed Deposit Account

*Fee enclosed in our letter dated 2/12/01.

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

500524

Deposit Account Number:

Authorization to charge additional fees:

Yes No **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. Charges to deposit account are authorized, as indicated herein.

ANNA KWANAnna KwanJUNE 7, 2001

Name of Person Signing

Signature

Date Signed

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, CA 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 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 Trademark, trademark registrations and trademark applications identified and set forth on Schedule A (the "Trademark") respectively; and

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

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 Trademark, for the United States and all foreign countries, together with the good will of the business in connection with which the said Trademark 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 Trademark to record Assignee as owner of the Trademark, 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 Trademark 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, 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 Trademark 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 parties have caused this Assignment to be signed and executed by the undersigned duly authorized officers.

SMITH & NEPHEW, INC.

a Delaware corporation

Executed at Memphis, Tennessee USA, this JAN 17 2001 day of _____, 2001.

By: *Joel Petrow*
Joel Petrow
Assistant Secretary

Tennessee
STATE OF ~~CALIFORNIA~~ _____)
) ss.
COUNTY OF Shelby _____)

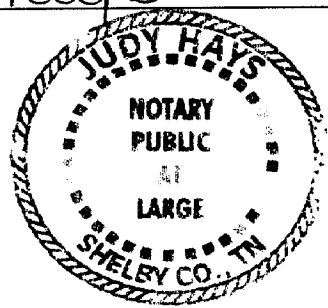
On 1-17-01, before me, ~~Joel Petrow~~ Judy Hays
personally appeared Joel Petrow, personally known to me -or-proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy Hays
Signature Of Notary

My Commission Expires: _____

My Commission Expires
31 January 2004



DONJOY, L.L.C.

a Delaware limited liability company

Executed at Vista, CALIFORNIA, this 24th day of January, 2001.

By: [Signature]

Name: Les Cross
Title: President and CEO

STATE OF CALIFORNIA _____)

COUNTY OF San Diego) ss.

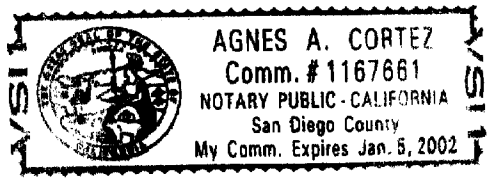
On January 24, 2001, before me, Agnes A. Cortez,
personally appeared LES CROSS, personally known to me -or- proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Signature Of Notary

My Commission Expires: January 5, 2002



SCHEDULE A

<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Record Owner</u>
OFFICECARE	75/663,335	March 22, 1999	Smith & Nephew, Inc.