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10-10-2001

U.S. Patent & TMO/TM Mail Flop Dt #2:

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):  
Johnson & Johnson

10-1001

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

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

2. Name and address of receiving party(ies)

Name: dj Orthopedics, LLC

Internal Address:

Street Address: 2985 Scott Street

City: Vista State: CA Zip: 92083

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

Other Delaware limited liability company

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

3. Nature of conveyance:

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

Execution Date: July 7, 2000

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

A. Trademark Application No.(s)

75/767288  
75/456656

B. Trademark Registration No.(s)

40E

Additional number(s) attached  Yes  No

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

Name: Perry J. Viscounty, Esq.

Internal Address: Latham & Watkins

Street Address: 650 Town Center Drive  
Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

ANNA KWAN

Name of Person Signing

Signature

10/10/01

Date

Total number of pages including cover sheet, attachments, and document: 5

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

10/23/2001 MUELLER 0000238 7377288

01 FC:491  
02 FC:492

40.00  
35.00



**TRADEMARK ASSIGNMENT**

10-10-2001

U.S. Patent & TMOs/TM Mail Rcpt Dt 12:

**THIS TRADEMARK ASSIGNMENT** is made and entered into as of this 7th day of July, 2000, by **JOHNSON & JOHNSON**, a New Jersey corporation having its principal place of business located at One Johnson & Johnson Plaza, New Brunswick, NJ 08933 ("Assignor"), to **DJ ORTHOPEDICS, LLC**, a Delaware limited liability company having its principal place of business located at 2985 Scott Street, Vista, CA 92083 ("Assignee").

**WHEREAS**, pursuant to the Asset Purchase Agreement dated July 7, 2000, among Assignor's subsidiary, DePuy Orthopaedic Technology, Inc., a Delaware corporation, DonJoy, L.L.C., Assignee's parent, and Assignee, Assignor is transferring certain of its assets, including the Trademarks (as defined below), to Assignee;

**WHEREAS**, Assignor and Assignee desire that Assignee acquire the entire right, title and interest in and to the Trademarks (as defined below), including the right to bring actions for infringement of the Trademarks occurring prior to the date of this Assignment.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. 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 the trademarks and the applications therefor set forth on Schedule A hereto (the "Trademarks").
2. Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer to the Assignee, its successors and assigns the Assignor's entire right, title and interest in, to and under the Trademarks (including but not limited to any trademark application therefor), including the right to bring actions for infringements of the Trademarks occurring prior to the date of this Assignment, together with Assignor's business and of the goodwill of the Assignor's business connected with and symbolized by the Trademarks.

[Remainder of page intentionally left blank.]



IN TESTIMONY WHEREOF, the Assignee has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

**dj Orthopedics, LLC**

Date: 9-20-01

By: [Signature]

Name: Les Cross

Title: President and CEO

STATE OF California )  
 ) ss;  
COUNTY OF San Diego )

**CERTIFICATE OF ACKNOWLEDGEMENT**

I, Joe Ewing, a Notary Public, in and for the County and State aforesaid, do hereby certify that Les Cross, known to me to be President and CEO of dj Orthopedics, LLC appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 20 day of August, 2001.

[Signature]  
Notary Public

My Commission Expires: June 14, 2002



**EXHIBIT A**

Country	Mark	App. No.	Reg. No.	Owner
United States	CONTOUR	75/767,288		Johnson & Johnson
United States	NEXTEP	75/456,656		Johnson & Johnson

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**RECORDED: 10/10/2001**

**TRADEMARK  
REEL: 002387 FRAME: 0982**