



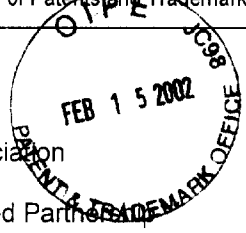
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CHATTANOOGA GROUP, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware **2-15-02**
 Other: _____

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



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

Internal _____
Address: _____

Street Address: 4445 Willard Avenue, 12th Floor
City: Chevy Chase State: MD ZIP: 20815

Individual(s) citizenship: _____
 Association _____
 General Partnership of: _____
 Limited Partnership of: _____
 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: February 8, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
.

B. Trademark Registration No.(s)

1,097,329	1,410,735	1,419,075	871,377
2,332,842	737,972	2,465,072	2,188,549
2,373,574	2,368,547	574,604	675,045
864,244	1,302,476	872,017	1,023,095
2,318,990	2,217,692	1,713,380	357,815
1,112,672	1,471,340	1,361,658	1,109,261
1,767,341			

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Adam D. Resnick, Esq.
Internal Address: _____
PIPER MARBURY RUDNICK & WOLFE LLP
Street Address: 1200 Nineteenth Street, NW
City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 25

7. Total fee (37 C.F.R. § 3.41). \$ 640.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 501150
 (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.

Adam D. Resnick, Esq. [Signature] 2/15/02
Name of Person Signing Signature Date

Total no. of pages incl. cover sheets, attachments, and document: 6

02/21/2002 LMI/ELT/0000074 1097329
01 FC:481
02 FC:482

TRADEMARK SECURITY AGREEMENT

(Chattanooga Group, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between CHATTANOOGA GROUP, INC., a Delaware corporation (the "Debtor"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the "Secured Party"), acting in its capacity as administrative agent under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Note and Equity Purchase Agreement dated as of February 8, 2002 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement) among ENCORE MEDICAL CORPORATION, each of its Subsidiaries party thereto and the Secured Party.

Recitals:

A. The Debtor and the Secured Party are parties to that certain Subsidiary Security Agreement dated as of February 8, 2002 (as amended, restated, or otherwise modified, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and

future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 8th day of February, 2002.

DEBTOR:

CHATTANOOGA GROUP, INC.

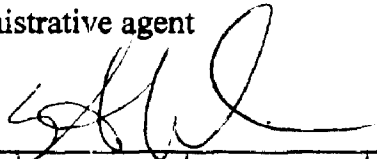
By: 

Name: Kenneth W. Davidson

Title: President

SECURED PARTY:

CAPITALSOURCE FINANCE LLC,
as administrative agent

By: 
Name: Steven A. Muscles
Title: sr. Vice President

Schedule 1
to
Trademark Security Agreement

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Chattanooga Group, Inc.	USA	Adapta	1,097,329	9/19/1977 / 7/25/1978	
Chattanooga Group, Inc.	USA	Autoflex	1,410,735	3/3/1986 / 9/23/1986	
Chattanooga Group, Inc.	USA	Autotrac	1,419,075	3/20/1986 / 12/2/1986	
Chattanooga Group, Inc.	USA	Colpac	871,377	6/19/1967 / 6/17/1969	
Chattanooga Group, Inc.	USA	Colpac	2,332,842	12/28/1999 / 3/21/2000	
Chattanooga Group, Inc.	USA	Cover-Sling	737,972	10/16/1961 / 9/18/1962	
Chattanooga Group, Inc.	USA	Durastick	2,465,072	8/9/1999 / 4/10/2001	
Chattanooga Group, Inc.	USA	EMG Retrainer	2,188,549	4/14/1997 / 9/8/1998	
Chattanooga Group, Inc.	USA	Ergowave	2,373,574	5/14/1998 / 8/1/2000	
Chattanooga Group, Inc.	USA	Flexipac	2,368,547	8/9/1999 / 7/18/2000	
Chattanooga Group, Inc.	USA	Hydrocollator	574,604	12/13/1951 / 5/19/1953	Therapeutic Steam Packs
Chattanooga Group, Inc.	USA	Hydrocollator	675,045	11/25/1957 / 3/3/1959	Electric Units
Chattanooga Group, Inc.	USA	Hydorcollator Colpac	864,244	11/27/1967 / 1/28/1969	
Chattanooga Group, Inc.	USA	Intelect	1,302,476	9/30/1983 / 10/30/1984	
Chattanooga Group, Inc.	USA	Myossage	872,017	10/20/1967 / 7/1/1969	
Chattanooga Group, Inc.	USA	Nylatex	1,023,095	1/29/1975 / 10/21/1975	
Chattanooga Group, Inc.	USA	Opti-Flex	2,318,990	1/19/1999 / 2/15/2000	
Chattanooga Group, Inc.	USA	Para-Care	2,217,692	11/18/1996 / 9/30/1997	
Chattanooga Group, Inc.	USA	Presssion	1,713,380	11/14/1991 / 9/8/1992	
Chattanooga Group, Inc.	USA	Spinalator	357,815	1/24/1938 / 6/14/1938	
Chattanooga Group, Inc.	USA	Steam Pack	1,112,672	5/2/1977 / 2/6/1979	
Chattanooga Group, Inc.	USA	Triax	1,471,340	2/13/1987 / 1/5/1988	
Chattanooga Group, Inc.	USA	Triton	1,361,658	10/30/1984 / 9/24/1985	
Chattanooga Group, Inc.	USA	TX	1,109,261	12/23/1977 / 12/19/1978	
Chattanooga Group, Inc.	USA	Wellness by Design	1,767,341	6/29/1989 / 4/27/1993	
Chattanooga Group, Inc.	Canada	Adapta	262,061		

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods
Chattanooga Group, Inc.	Canada	Colpac	166,623		
Chattanooga Group, Inc.	Canada	Hydrocollator	200,065		
Chattanooga Group, Inc.	Canada	TX	261,944		
Chattanooga Group, Inc.	Colombia	Chattanooga	215,593		
Chattanooga Group, Inc.	Colombia	Colombia	136,210		
Chattanooga Group, Inc.	Colombia	Colpac	219,649		
Chattanooga Group, Inc.	Colombia	Intellect	137,129		
Chattanooga Group, Inc.	Colombia	Triton	137,112		
Chattanooga Group, Inc.	Colombia	TX	137,123		
Chattanooga Group, Inc.	Denmark	Colpac	01,642-1967		
Chattanooga Group, Inc.	Finland	Colpac	64,214		
Chattanooga Group, Inc.	Finland	Hydrocollator	64,213		
Chattanooga Group, Inc.	France	Colpac	1,569,332		
Chattanooga Group, Inc.	France	Hydrocollator	1,508,805		
Chattanooga Group, Inc.	Germany	Colpac	848,153		
Chattanooga Group, Inc.	Germany	Hydrocollator	848,179		
Chattanooga Group, Inc.	Germany	Triton	1,057,106		
Chattanooga Group, Inc.	Great Britain	Colpac	1,090,743		
Chattanooga Group, Inc.	Great Britain	Hydrocollator	1,090,745		
Chattanooga Group, Inc.	Great Britain	Hycrocollator	1,090,744		Hot Compress
Chattanooga Group, Inc.	Great Britain	Hydrocollator Colpac	1,091,746		
Chattanooga Group, Inc.	Greece	Colpac	68,848		
Chattanooga Group, Inc.	Greece	Hydrocollator	67,535		Electrical Heat Units
Chattanooga Group, Inc.	Greece	Hydrocollator	66,847		Steam Packs
Chattanooga Group, Inc.	Israel	Colpac	50,228		
Chattanooga Group, Inc.	Israel	Hydrocollator	50,227		Compress
Chattanooga Group, Inc.	Israel	Hydrocollator	51,199		Electric Heat Unit
Chattanooga Group, Inc.	Israel	TX	50,229		
Chattanooga Group, Inc.	Italy	Colpac	564,829		
Chattanooga Group, Inc.	Italy	Hydrocollator	560,638		Steampacks
Chattanooga Group, Inc.	Japan	Colpac	1,116,168		
Chattanooga Group, Inc.	Japan	Hydrocollator	1,402,772		
Chattanooga Group, Inc.	Mexico	Hydrocollator	112,278		Dressing, Bandages
Chattanooga Group, Inc.	Mexico	Hydrocollator	179,728		Electrical Heat Unit
Chattanooga Group, Inc.	New Zealand	Hydrocollator	121,885		Electrical Heat Unit
Chattanooga Group, Inc.	New Zealand	Hydrocollator	108,511		Steampacks
Chattanooga Group, Inc.	New Zealand	TX	133,173		
Chattanooga Group, Inc.	Norway	Hydrocollator	74,210		
Chattanooga Group, Inc.	Peru	Chattanooga	38766		Medical Equipment
Chattanooga Group, Inc.	Peru	Chattanooga	35248		Pharmaceutical
Chattanooga Group, Inc.	Sweden	Colpac	148,636		Chilling Unit
Chattanooga Group, Inc.	Sweden	Colpac	120,923		Compress
Chattanooga Group, Inc.	Sweden	Hydrocollator	120,715		
Chattanooga Group, Inc.	Switzerland	Colpac	394,139		
Chattanooga Group, Inc.	Switzerland	Hydrocollator	3,394,140		

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement
Agreement between Chattanooga Group, Inc. and Smith & Nephew, Inc.	Kinetic	May 16, 2001
Sales Distribution Agreement between Chattanooga Group, Inc. and Patent/Marketing Concepts, LLC	Versa Bath Seat	January 3, 2001